



READ THIS LEGAL DOCUMENT CAREFULLY

By signing this document, you are assuming significant obligations and giving up legal rights you may have.

WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned, sign this Waiver and Release from Liability and Indemnity Agreement (this "Release") for benefit of Central Bethany Development; Bethany Athletic Club, LLC; and all "health club activity sponsors" and "health club professionals" as those terms are defined in Section 30.687 of the Oregon Revised Statutes (collectively "Owner").

In return for my use of Owner's property and services, I agree for myself and anyone else who may make a claim for me or on my behalf (collectively the "Releasing Parties") that:

1. **ASSUMPTION OF RISK.** I understand that participating in health club or other activities (each a "Health Club Activity"), each are activities that could lead to serious bodily injury or death. I voluntarily assume these risks and all other risks associated with any Health Club Activity. I have no medical or physical condition that could interfere with my safety or the safety of others while I participate in Health Club Activities. I have had the opportunity before signing this Release to inspect the property on which the Health Club Activities will occur (the "Facility"). I voluntarily assume all risks associated with participating in Health Club Activities at the Facility.

2. **RELEASE FROM LIABILITY.** I and the other Releasing Parties release Owner from all liability, and waive the right to bring a lawsuit or other legal action against Owner, for damage to property and for all injuries, death, losses, and any other liability incurred by me or any other Releasing Party, that arises out of any Health Club Activity, or the failure of any equipment provided by Owner, even if it is due to the negligence or other fault of Owner. I waive the protection of any applicable statute, the purposed or effect of which is to provide that a general release does not extend to claims that I do not know of or expect to exist when I execute this Release.

3. **AUTHORIZATION TO PROVIDE MEDICAL CARE.** I authorize Owner or its representatives to obtain or provide all emergency hospitalization or other medical care that it deems I require. I will be responsible for paying any hospitalization or other medical care provided to me. I understand that Owner is not obligated to obtain or provide any hospitalization or other medical care to me. I understand that there is no medical care available at or near the Facility.

4. **ATTORNEY FEES.** I will pay Owner reasonable attorney fees that it spends to enforce this Release.

5. **MISCELLANEOUS.** I understand that I cannot revoke this Release for any reason. If any portion of this Release is unenforceable, all other provisions will continue to be enforceable. This Release supersedes any statement made by or to me in connection with any Health Club Activity. As used in this Release, each reference to (a) "Owner" means collectively each Owner identified above, and all of such Owner's managers, employees, representatives, agents and/or members; and (b) "I", "me", "my", "myself", and other first person references will include any child, ward or other minor for whom I sign. I intend this Release to be enforced to the fullest extent allowed by law.

I HAVE CAREFULLY READ THIS RELEASE. I UNDERSTAND ITS CONTENT AND VOLUNTARILY AGREE TO ITS TERMS. I AM SIGNING THIS RELEASE AS A CONDITION TO PARTICIPATING IN HEALTH CLUB ACTIVITIES.

Minor's Full Name

Minor's Birthdate

Address

City

Zip

Emergency Contact Full Name

Emergency Contact Phone Number

Parent or Guardian Full Name

Parent or Guardian Phone Number

Address

City

Zip

Parent or Guardian Signature

Date

ADDITIONAL INDEMNIFICATION OF PARENT OR GUARDIAN

(Must be completed for all participants under the age of 18 years)

In consideration of the minor participant (the "Minor") being permitted to participate in Health Club Activities and use of Owner's property and services, I agree to indemnify and hold harmless Owner from all claims that are brought by or on behalf of Minor and that arise out of or in connection with Minor's participation in Health Club Activities, even it is due to Owner's negligence or fault.

Signature of Parent or Guardian of Participant

Printed Name

Date