

Waiver, Release of Liability & Indemnity Agreement

I, the undersigned, acknowledge the inherent risks involved when using the fitness equipment, gymnasium, swimming pools, dance studio, teen center, childcare and banquet facilities in the Romulus Athletic Center, and while engaging in all activities relating thereto. Accordingly, as consideration for being allowed to use the facilities and participate in activities at Romulus Athletic Center, I agree to the following:

I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, the rules of play, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I affirm that I am in good physical condition and do not suffer from any disability or condition that would prevent or limit my use of the facilities or participation in sports or training activities. I expressly assume all risks of injury, including death, which may occur in connection with my participation in activities at the Romulus Athletic Center.

I agree that prior to participating in any activity at the Romulus Athletic Center, I will inspect the activity area and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately advise the staff or another official of Romulus Fitness Center of this unsafe condition and will not participate until this condition is corrected.

I agree to assume all the foregoing risks and accept full responsibility for my own damages following such injury, permanent disability, or death.

I release, waive, discharge, and agree not to sue Romulus Athletic Center, its owner and management company and all their respective agents, affiliates, associates, officers, directors and employees (collectively "Releasees") from all demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be caused in whole or in part by Releasees or any other party's actions, inactions, or otherwise. I also agree to indemnify Releasees from any and all third party claims caused in whole or in part by my actions.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as Romulus Athletic Center may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the state of Michigan. If any provision of this Waiver, Release of Liability and Indemnity Agreement is determined to be invalid, illegal or unenforceable in any respect as written, such provision shall be automatically modified to the minimum extent necessary to make it enforceable and the provision as so modified shall be enforced, without invalidating the Agreement as a whole.

I have read and understood the above Waiver, Release, and Indemnity Agreement and acknowledge that by signing below, I have given up substantial rights.

Name (Printed)

Date

Signature

Parental Consent (for participants under the age of 18)

I, the undersigned parent or legal guardian of the child shown below, have read the above Waiver, Release and Indemnity Agreement and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

Child's Name (Printed)

Date

Signature of Parent/Legal Guardian

Child's Name (Printed)

Date

Child's Name (Printed)

Date

Child's Name (Printed)

Date

Child's Name (Printed)

Date