

ASSUMPTION OF RISK AND LIABILITY WAIVER AND RELEASE AND INDEMNITY AGREEMENT (“RELEASE”)

I, the Member, on my own behalf, and behalf of all others listed as Members/Participants/Guests under this Agreement, including my, and their unborn and/or minor children, and my, and their, personal representatives, assigns, successors, heirs, and next of kin, (hereinafter collectively referred to as the “Participants”), acknowledge and agree that the use of the facilities, services, equipment or premises (hereinafter collectively referred to as the “facilities”) of Los Gatos Swim and Racquet Club (the “Club”) by any of the Participants involves risk of injury or illness to persons and property, and the Participants assume full responsibility for such risks for myself/themselves. Such facilities include, but are not limited to exercise equipment, exercise rooms, weight rooms, pool, spa, tennis courts, locker rooms, showers, sidewalks, parking lots, stairs, lobby area, or rest rooms. Such risk of injury or illness includes, but is not limited to injuries or illnesses arising from exposure to viruses or other illnesses, the participation by any of the Participants, or others, in supervised or unsupervised activities at the Club, injuries, illnesses and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, virus or other illness contraction and injured muscles and ligaments, among others, arising from exercising, any use of any of the Club’s facilities, or otherwise, or while participating in any of Club’s programs, classes, or activities, and accidental injuries occurring anywhere in or about the Club. The Participants agree and acknowledge that I/they have entered into the Agreement for use of the Club’s facilities primarily for recreational purposes and not for a specific piece or type of equipment or training methodology. In consideration for being permitted to enter the Club for the purpose of using the facilities, the Participants hereby release and forever discharge the Club, and its and their owners respective, directors, officers, shareholders, members, managers, parents, subsidiaries, employees, independent contractors, agents, and CrossFit, Inc. and its officers, affiliates, directors, agents, staff, volunteers, suppliers, licensors, licensees, and employees (hereinafter collectively referred to as “Released Parties”) from and against any and all actions, judgments, settlements, claims, liabilities, losses damages, expenses, costs (including court costs and attorney’s fees), as a result of, or arising out of any and all damages, illnesses or injuries sustained by any of the Participants. The Participants hereby waive any claim or demands therefore based on, or on account of, any injury, illness, virus exposure or death to any of the Participants, or property damages sustained by any of the Participants, whether caused by the active or passive negligence, concurrent or otherwise, of the Released Parties, the Participant, or others, while any of the Participants is in, upon, or about the Club’s premises, or while using the Club’s facilities or while participating in any Club activity at any location, including off-site activities. The claims and demands so waived include but are not limited to, claims based on: improper maintenance or sanitation of equipment (mechanical or otherwise), grounds or facilities; negligent hiring, instruction or supervision, including personal training, inadequate security or staffing; the Participants’ use of the Club’s facilities; and/or slipping or tripping anywhere in or about the Club or any location in which the Club operates, including, but not limited to public facilities. The Participants know, understand, and appreciate that use of the Club’s facilities and services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid any injuries or damages. The Participants agree that their participation is voluntary and that they knowingly and expressly assume all such risks.

The Participants further expressly agree that the Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

I acknowledge that I have carefully read this Release and fully understand and agree that by executing this Assumption of Risk and Liability Waiver and Release and Indemnity Agreement, I, and all Participants forfeit any rights they or I may have to bring legal action against the Released Parties for their active or passive negligence, concurrent, or otherwise, or any defective product on its premises. I represent that I am at least 18 years of age, and have actual authority to, and do hereby enter into this Release on my behalf and on behalf of all Participants by signing below. I have carefully read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

I have read and agree to be bound by the terms of this Membership Agreement, including the Membership Terms and Conditions on the reverse side hereof, and I acknowledge that a complete copy of this Membership Agreement was provided to me when the Membership Agreement was signed. I further agree to be bound by the Club’s Rules and Regulations.

Parent/Guardian’s Signature

Date

Tennis players named shown above and/or on Junior Tennis Program Registration Form have my consent to participate in the Los Gatos Swim and Racquet Club Junior Tennis Program. I consent to emergency medical treatment as deemed necessary by the teaching pros, teaching assistants or club personnel. I am the parent or guardian of the named players.

Parent/Guardian’s Signature

Date