



Name: _____ Name: _____ Telephone # _____
Participant (please print) Minor Participant (please print)

Age of Participant _____

Would you like information about Membership at CSC? Yes No (circle one)

Waiver of Liability, Indemnity Agreement and Assumption of Risk

Waiver: In consideration to use today and on all future dates the property, facilities and services of Chico Sports Club (hereafter referred to as CSC) the undersigned Participant, Parent(s), Guardian(s), on behalf of their family, estate, heirs and assigns, do hereby release, waiver, covenant not to sue and discharge CSC, it's directors, officers, employees, volunteers, independent contractors, and agents from the ordinary negligence of CSC or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illness arising from participation in CSC activities, classes, observation, and individual use of facilities, premises, or equipment, and to 2) any and all claims resulting from damage to, loss of, or their property.

Indemnification and Hold Harmless: The undersigned Participant, Parent(s), or Guardian(s) also agree to HOLD HARMLESS AND INDEMNIFY CSC from all claims resulting from negligence, intentional torts, and inherent or other risks, and so reimburse them for any expenses incurred as a result of Participant's involvement at CSC. The undersigned Participant, Parent(s), or Guardian(s) further agrees to pay all costs and attorney's fees incurred by CSC in investigating and defending a claim or suit is withdrawn, or to the extent a court or arbitration determined that CSC is not responsible for the injury or loss.

Severability and Venue: The undersigned Participant, Parent(s), or Guardian(s) further expressly agree that this waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, the undersigned Participant, Parent(s), or Guardian(s) agree that if legal action is brought it must be brought in the State of California.

Acknowledgement of Understanding: The undersigned Participant, Parent(s), or Guardian(s) has read this waiver of liability and indemnification agreement and fully understands its terms. The undersigned understands that the Participant, Parent(s), or Guardian(s) is giving up substantial rights, including the right to compensation for the injury resulting from ordinary negligence. The undersigned Participant, Parent(s), or Guardian(s) acknowledge that we are signing the agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of liability to the greatest extent allowed by law in the State of California.

Assumption of Risk: Physical activity, by its nature, carries with it certain risks that cannot be eliminated regardless of the care taken to avoid injuries. CSC has facilities for and provides for activities such as weight lifting, walking, jogging, running, aerobic activities, swimming, and racquetball. Some of these involve strenuous exertion of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another but in each activity the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as loss of sight, broken bones, joint or back injuries, concussions, and heart attacks, to 3) catastrophic injuries including paralysis and death. The undersigned Participant, Parent(s), or Guardian(s) has read the previous paragraphs and 1) know the nature of the activities at CSC 2) understand the demands of those activities relative to the Participant's physical condition and skill level, and 3) appreciate the types of injuries which may occur as a result of activities at CSC. The undersigned Participant, Parent(s), or Guardian(s) hereby assert the participation is voluntary and the undersigned Parent (s) or Guardian (s) knowing assume all risk.

Acknowledgement of Understanding: The undersigned Participant, Parent(s), or Guardian(s) has read the assumptions of risk and fully intends their signatures to signify a complete assumption of the inherent risks of participating in or observing recreational activities at CSC to the greatest extent allowed by law in the State of California.

In signing this **Waiver of Liability, Indemnity Agreement and Assumption of Risk** as Participant, Parent(s), or Guardian(s), I/We acknowledge that I/We are consenting to the Participant's participation at CSC (as specified in paragraph one) and acknowledge that I/We understand that any and all inherent risks of the activity, including that of ordinary ignorance, whether known or unknown, are expressly assumed by the Participant, Parent(s), or Guardian(s) and all claims, whether known or unknown are expressly waived in advance.

Signature of Participant _____ Date _____ Signature of Parent/ Guardian _____ Date _____