

# WAIVER & RELEASE OF LIABILITY FOR MINORS AND PARENTAL INDEMNITY AGREEMENT

Minor Member or Participant(s) Name(s) (Please Print): \_\_\_\_\_

In consideration for permission to participate in any activity at Auburn Racquet & Fitness Club, including the use of all child monitoring services and facilities offered at the club, today and on all future dates, I, for myself, ***and on behalf of the minor child identified above***, our heirs, personal representatives and/or assigns, do hereby release, waive, discharge, and covenant not to sue Auburn Racquet & Fitness Club, its directors, officers, owners, employees, independent contractors or agents (collectively referred to herein as the "Club"), from liability for any and all claims for personal injury, illness, virus exposure, death, property damage, or any other claim, including but not limited to claims arising out of the negligence of the Club, its employees or its agents. This waiver and release of liability applies to all Club activities, without limitation, regardless of whether participation requires the Participant to leave the Auburn Racquet & Fitness Club premises.

It is expressly agreed that participation in any and all Auburn Racquet & Fitness Club activities, including but not limited to the use of the Club premises, without limitation and whether engaging in exercise or physical activities or not, shall be undertaken by the minor member or participant at his/her sole risk, and the Club shall not be liable for any injuries, illnesses, virus exposures or any damages to any minor member or participant, or the property of any minor member or participant, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, the Club's premises regardless of whether it was caused by the negligence of the Club. This waiver and release is intended to be as broadly interpreted as allowed under California law.

The Parent/Guardian executing this waiver and release of liability hereby agrees to hold the Club, its directors, officers, owners, employees, independent contractors and/or agents harmless from all claims which may be made by or on behalf of any minor member or participant listed on this agreement or any of their guests and to indemnify the Club from any such claims to the fullest extent allowed under California law. This express indemnification provision specifically includes reimbursement for any and all attorneys' fees and litigation costs incurred by Auburn Racquet & Fitness Club or on its behalf as a result of any such claim.

***The Parent/Guardian also expressly acknowledges that by signing below he or she is relinquishing all rights he or she may have to sue the Auburn Racquet & Fitness Club for injuries arising out of the use of the Auburn Racquet & Fitness Club facilities or its services that arise during the minor's use of or presence upon the Auburn Racquet & Fitness Club premises.***

***The Parent/Guardian also acknowledges that he or she is relinquishing, on behalf of the minor children participating at the Club or using the Club facilities, all rights the child may have to sue the Club for injuries arising out of the use of the Club facilities or its services regardless of whether the injuries were caused by the negligence of the Auburn Racquet & Fitness Club or its employees or agents.***

Name of Parent/Guardian (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Member # \_\_\_\_\_