



Waiver and Release of Liability

Assumption Of Risk Indemnification Agreement

In consideration of being permitted access to the PRO Sports Club ("PRO") and its facilities, programs, amenities and services pursuant to the form of membership, registration or other access agreement provided to me ("Membership Agreement") or otherwise, I agree as follows:

1. **RELEASE OF LIABILITY AND ASSUMPTION OF RISK** – I understand and acknowledge there is risk involved in being in and around PRO’s facilities, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using PRO’s services and amenities, participating in off-site programs or activities, and using or being present in any PRO facility or arising from improper maintenance of any equipment or facilities. This includes, without limitation, my use of the locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk or any equipment at PRO’s facilities and my participation in any activity, class, program or instruction. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property, whether any of the foregoing are suffered by me and/or my family members.
 - (a) **ASSUMPTION OF RISK.** I agree I will assume the risk and full responsibility for any and all injuries, losses, death, costs, the contraction of any illness or medical condition that might result or other damages, loss or theft of any personal property that might occur to me and/or my family members while on the premises of PRO,, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using PRO services and amenities, participating in off-site programs or activities, using or being present in any PRO facility, or arising from improper maintenance of any equipment or facilities, my use of the locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk or any equipment at PRO, my participation in any activity, class, program or instruction, and negligence on the part of PRO, its officers, directors, employer contractors, agents and other members, including premises liability claims such as (by example and not by limitation) slip and falls and/or trip and falls at any PRO facility ("Losses").
 - (b) **RELEASE OF CLAIMS.** To the maximum extent allowed by law, I, the undersigned ("I"), agree on my own behalf and on behalf of my family, personal representatives, heirs, executors, administrators, agents and assigns, to waive and release any and all claims, suits or related causes of action against Professional Recreation Organization, Inc., its owners, officers, employees, or agents (collectively "PRO"), for all Losses ("Released Claims"). **I ACKNOWLEDGE I HAVE CAREFULLY READ THIS RELEASE OF CLAIMS AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM WAIVING ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST PRO FOR ITS NEGLIGENCE.**
2. **INDEMNIFICATION** – I agree I will indemnify, defend and hold PRO harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to me, my family members, heirs or assigns, or third parties for claims, suits, or related causes of action asserted against PRO arising from my conduct and/or my family’s conduct while on the premises of PRO or participating in any off-site PRO program or activity and from any of the Losses and Released Claims described in Section 1.
3. **APPLICATION** – I agree this Release shall apply to each visit I make to PRO and to every instance of my participation in an off-site PRO program or activity, including future visits and participation, regardless of any date of issuance or expiration date on any Guest or Permanent membership card issued to me, regardless of the date that this Release is signed below.
4. **AGREEMENT TO COMPLY WITH RULES** – I agree to, and will comply with, PRO’s Policies, Rules and Regulations as posted at www.proclub.com and, if I am a Permanent club member, any specific usage restrictions as defined on the Membership Agreement. I acknowledge PRO’s Rules and Regulations are subject to change at PRO’s sole .
5. **BINDING ON OTHERS** – This Release shall bind the members of my family and my spouse or registered domestic partner, if I am alive, as well as my estate, family, heirs, administrators, personal representatives or assigns if I am deceased and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue PRO.
6. **SEVERABILITY** – I agree this Release is intended to be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this Release is found to be invalid or unenforceable, then the remainder will continue in full force and effect and any invalid portion will be modified or partially enforced to the maximum extent permitted by law to carry out the intention of this Release.
7. **APPLICABLE LAW, FORUM & ATTORNEYS’ FEES** – This Release is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from this Release or in any way associated with PRO shall be brought only in the Superior Court of King County, Washington, or in the U.S. District Court for the Western District of Washington, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this Release is contested, I agree that the substantially prevailing party will be entitled to receive all attorney’s fees and costs from the party contesting the validity of this Release.
8. **INTEGRATION** – This Release, in conjunction with the Membership Agreement, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. I acknowledge that no oral representations, statements or other inducements to sign this Release have been made apart from what is contained in this document.

SIGNATURES:

Member (If over the age of 17)

_____/_____/_____
Month Day Year

Print Name

_____/_____/_____
Month Day Year

Address:

Street

Phone number: _____

City State Zip Code

Membership Number: _____