

Hampton Racquet

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Upon signing this Agreement and forever thereafter, you agree that if you participate in or attend any Hampton Racquet related event, or that of any Hampton Racquet ("Team"), or are present on Hampton Racquet or Team premises or use any Hampton Racquet or Team facility, you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether you are a participant, a spectator, or otherwise. Your assumption of risk includes but is not limited to the use of any sports or other equipment (mechanical or otherwise), and accessing Hampton Racquet or Team premises. You further agree to assume the risk of your participation in or presence at any sporting event, practice, activity, class, program, instruction, or Hampton Racquet or Team sponsored event. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with same. You agree on behalf of yourself and your spouse, all your children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Hampton Racquet and Team, their owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of Hampton Racquet or Team, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any equipment or facilities which may malfunction or break, (b) Hampton Racquet or Team's improper maintenance of any exercise equipment or facilities, (c) Hampton Racquet or Team's negligent instruction or supervision, including personal training, strength training, refereeing and coaching, (d) you slipping or tripping and falling while on Hampton Racquet or Team premises, including Hampton Racquet or Team's negligent inspection or maintenance of such premises, and (e) you sustaining personal injuries as a result of the dangerous condition of property on which you are present in relation to any Hampton Racquet or Team function, including Hampton Racquet or Team's negligent inspection or maintenance of such premises. By executing this Agreement, you hereby agree to indemnify and hold harmless Hampton Racquet and Team from any loss, liability, damage, or cost Hampton Racquet or Team may incur due to your presence at any Hampton Racquet or Team premises or facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the Law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that Hampton Racquet and Team provide a service to their members and is not in the business of selling, leasing, or otherwise placing into

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the stream of commerce exercise or sports equipment, or other such products, and the use of any such items is incidental to the service provided by Hampton Racquet and Team. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A **RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS **WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST HAMPTON RACQUET OR TEAM FOR THEIR NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON THEIR PREMISES**. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR

INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

Date _____

Printed Name _____

Printed Name of Parent or Guardian if Applicable

Signature of Member, Parent or Guardian as Applicable _____