

TAVISTOCK SQUASH & RACKETBALL CLUB

ASSUMPTION OF RISKS WAIVER AND RELEASE OF CLAIMS INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

In consideration of being permitted to enter the Tavistock Squash and Racketball Club for any purpose, including, but not limited to, observation, use of the Tavistock Squash and Racketball Club facilities or equipment, or participation in any way in any service or activity of the Tavistock Squash and Racketball Club, I acknowledge and agree, to the following:

Assumption of Risks

I am aware that participating in the activities and sports offered by or associated with Tavistock Squash and Racketball Club, including Squash and Racketball for the duration of my membership and in the event I return as a guest or non-paying member, exposes me to many inherent risks, dangers and hazards, known and unknown.

By engaging in any activities offered by or associated with Tavistock Squash and Racketball Club, I freely accept and fully assume all inherent risks, dangers and hazards, known and unknown, and the possibility of personal injury or death resulting from:

1. natural associated risks of the sporting activities I participate in
2. actions that are my own fault
3. actions via a third party unconnected with the club's provision of services under this agreement; or
4. events which neither the club nor its suppliers could have foreseen or forestalled even if it had taken all reasonable care.

The club will compensate me for any loss or damage I may suffer if it fails to carry out its obligations under this agreement or to a reasonable standard or breach any duties imposed on the club by law (including if the club cause death or personal injury to me by its negligence) unless the failure is attributed to:

1. natural associated risks of the sporting activities I participate in
2. actions that are my own fault
3. actions via a third party unconnected with the club's provision of services under this agreement; or
4. events which neither the club nor its suppliers could have foreseen or forestalled even if it had taken all reasonable care

The club's liability to compensate me for any property damage or loss (in the case of loss or damage other than death and personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by the club.

Personal Responsibility

- a) I confirm that I am in good physical health and that I am capable of engaging in active and passive exercise and that such exercise would not be detrimental to my health, safety, comfort or physical condition. I also understand that members and/or guests are advised to undergo a medical examination prior to beginning physical activities offered at the club. Those with diabetes, heart disease, high or low blood pressure and pregnant women, for example, should consult with their doctor to check which Club facilities should not be used.

- b) I understand the club facilities and services are unsupervised and that the club does not accept responsibility for any harm or injury to me whilst using them unless caused by the club's negligent act or omission.
- c) I agree that prior to participating in any activity at the club, I will inspect the club area and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately advise the club officials of this unsafe condition and will not participate until this condition is corrected.
- d) I understand that children under the age of 16 are not allowed to use the facilities or grounds without adult supervision under any circumstance nor any children between 16 and 18 who have not been authorised to do so by the club and no-one under the age of 18 may use the aerobic facilities.
- e) The club is fully responsible for ensuring its aerobics / gym equipment is serviced and in good working order. I am solely responsible for ensuring that I correctly operate or use any aerobics / gym equipment (including adjusting levels or settings) provided at the club.
- f) I understand safety goggles are recommended for use whilst participating in racket sports and should I choose not to wear goggles I do so at my own risk and accept full responsibility for any injury that results.
- g) I understand that my participation in any of the club's activities is voluntary and further understand that I have the opportunity to inspect the club's equipment and location before any participation.
- h) I understand that if I bring a guest to the club it is my responsibility to ensure my guest signs the club's official waiver form before participating in any of the activities, facilities and services offered at or by the club.
- i) I understand there are no personal locker facilities at the club and that I should protect any valuables I bring with me by keeping said valuables on my person at all times.

RELEASE OF LIABILITY WAIVER OF CLAIMS & INDEMNITY AGREEMENT

I WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Tavistock Squash and Racketball Club, and its committee members, employees, agents and representatives as set out in this agreement.

I RELEASE Tavistock Squash and Racketball Club, and its committee members, officers, employees, agents and representatives from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer, as a result of my participation in activities and sports offered by Tavistock Squash and Racketball Club due to any cause excluding a negligent act or omission by the club as set out in this agreement.

I WILL INDEMNIFY AND HOLD HARMLESS the Club and its committee members, officers, employees, agents and representatives from any and all liability for loss, damage, injury or expense suffered or incurred by me or anyone else in connection with my presence at or participation in activities offered by or associated with Tavistock Squash and Racketball Club due to any cause excluding a negligent act or omission by the club as set out in this agreement.

I further state that I am 18 years of age or older and in proper physical condition to participate in this event/activity.

I fully understand that this Agreement shall be effecting and binding upon any heirs, next of kin, executors, administrators and assigns in the event of my death.

I understand relevant United Kingdom law shall apply to this contract and the relevant Courts of the United Kingdom shall have exclusive jurisdiction to deal with any disputes arising in relation to it. I also understand that where a provision of this contract is deemed to be invalid or unenforceable by any UK Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.

I UNDERSTAND THAT THE CLUB IS RELYING ON MY FULL RELEASE AND WAIVER OF ALL CLAIMS AS SET OUT IN THIS AGREEMENT WHEN ACCEPTING MY PARTICIPATION IN ANY OF THE CLUBS ACTIVITIES AND SERVICES.

I HAVE READ THIS DOCUMENT THOROUGHLY. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT BELOW I GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, which I or any heirs, next of kin, executors, administrators and assigns may have against Tavistock Squash and Racketball Club, and its committee members, officers, employees, agents and representatives.

**TO BE SIGNED BY ALL MEMBERS 18 AND OVER
TO INCLUDE THOSE ON JOINT / FAMILY MEMBERSHIP**

Member Name (IN CAPS)	Member Name (IN CAPS)	Member Name (IN CAPS)	Member Name (IN CAPS)
Date of Birth:	Date of Birth:	Date of Birth:	Date of Birth:
Signed	Signed	Signed	Signed
Dated	Dated	Dated	Dated

If signing digitally then by ticking the box in the "Signed" or "Signature" sections you have formally signed and accepted this waiver.

PARENTAL CONSENT
(for members under the age of 18)

I, the undersigned parent or legal guardian of the child/children shown below, have read the above Waiver, Release, and Indemnity Agreement and agree to its terms on behalf of my child/children and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child/children and myself, **INCLUDING THE RIGHT TO SUE which I or any heirs, next of kin, executors, administrators and assigns** may have against Tavistock Squash and Racketball Club, and its committee members, officers, **employees, agents and representatives.**

Child's Name (Printed)	Date of Birth	Signature of Parent/Legal Guardian
1.
2.
3.
4.