

Waiver and Release of Liability

Disclaimer: The Sisters Athletic Club (SAC) is not responsible for any injury (or loss of property) suffered while participating in Club activities, using equipment, or on Club premises, for any reason whatsoever resulting from the ordinary negligence on the part of the SAC, its agents, or employees.

In consideration of my membership or for being allowed to use the Sisters Athletic Club (SAC) facilities and equipment. **I hereby release and covenant not to sue** SAC, it's owners, it's employees, instructors or agents, **from any and all present and future claims resulting from ordinary negligence on the part of SAC or others listed** for loss, damage, or theft of personal property, personal injury, or death, arising as a result of using the facilities and equipment of SAC and engaging in any SAC activities incidental thereto, wherever, or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that health, fitness and athletic club activities may range from vigorous cardiovascular activity (e.g. Group exercise, aerobics, treadmills, bicycles, ellipticals, steppers) to the strenuous exertion of strength training (e.g. Free weights, weight machines, physio-balls, balance boards). I understand that these and other physical activities at SAC involve certain risks, including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I am voluntarily participating in Club activities with knowledge of dangers involved and hereby agree to accept any and all inherent risks of property damage, minor or serious personal injury, or death.

I further agree to indemnify and hold harmless SAC and others listed for any and all claims arising as a result of my engaging in Club activities or any activities incidental thereto, wherever, whenever, or however the same occur. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Oregon and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further affirm that the venue for any legal proceedings shall be in this state and court district (Deschutes).

I affirm that I am of legal age and am freely signing this agreement. **I have read this form and fully understand that by signing this form, I am giving up legal rights and remedies** that I might have now or in the future.

Name of Participant

Signature of Participant
(or Parent if under 18)

Date