



## WAIVER AND RELEASE OF LIABILITY FOR USE OF SALEM TENNIS & SWIM CLUB

\_\_\_\_\_  
Member Name (Please print)

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian (if Member is under age 18)

\_\_\_\_\_  
Date

DISCLAIMER: SALEM TENNIS & SWIM CLUB ("CLUB") IS NOT RESPONSIBLE FOR ANY INJURY OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE BEING ON THE PREMISES OR USING THE FACILITIES, SERVICES, AND/OR EQUIPMENT IN ANY WAY AND FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE CLUB, ITS AGENTS OR EMPLOYEES.

In consideration of the opportunity to participate and/or my participation, **I hereby release and covenant not-to-sue** the Club, its owners and/or affiliated companies, its employees, instructors, agents, and all others who are involved with the Club, **from any and all present and future claims resulting from ordinary negligence on the part of the Club or others listed** for property damage, personal injury, or wrongful death, resulting from or arising out of my use or intended use of the facilities, services, and/or equipment of the Club, or my engaging in any sport or non-sport activity incidental thereto, wherever, whenever, or however, the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, and whether known, anticipated or unanticipated, that may be made by me, my family, estate, executors, administrators, heirs, or assigns.

I am aware that using the facilities, services, and/or equipment of the Club involves the risk that accidents, minor or severe, may occur. I understand that certain dangers may arise resulting from or arising out of my use or intended use of the Club's facilities, services, and/or equipment, including but not limited to, death, heart attacks, serious neck and spinal injuries resulting in paralysis, and injury to virtually all bones, joints, muscles, and internal organs and that equipment provided for my protection may be inadequate to prevent serious injury. In addition, I understand that participation in the Club involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I am voluntarily participating in the activities with knowledge of the potential dangers and hereby agree to accept and assume any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless the Club and others listed for any and all claims arising as a result of my engaging in or receiving instruction in any of the Club's activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

I represent that I am in good physical condition and that I will only engage in activities in which I am physically fit to participate.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State 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 agree that the venue for any legal proceedings shall be in Marion County, Oregon.

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/or remedies which may be available to me for the ordinary negligence of the Club or any of the parties listed above.