



Waiver, Release and Indemnity Agreement

****** I am aware and hereby acknowledge that Caughlin Athletic Club Management Partners, LLC, dba Caughlin Athletic Club is not providing insurance for participants in any of our programs.**

Caughlin Athletic Club desires to encourage participants to exercise and enjoy the physical activities and amenities offered by Caughlin Athletic Club. Caughlin Athletic Club is willing to permit participants to use the facilities at Caughlin Athletic Club provided participant agrees to the provisions of this Waiver, Release and Indemnity Agreement and ensures that participant abide by the rules and regulations established from time to time for participant's use of Caughlin Athletic Club. I represent to the Caughlin Athletic Club that participant is of suitable age and discretion and responsible to conduct them self accordingly to use the Caughlin Athletic Club and instructions from Caughlin Athletic Club staff. Participant has no known medical condition that would require any aid or assistance from any other persons. Participant acknowledges that there are risks associated with any type of fitness equipment at Caughlin Athletic Club and in participating in any sports and training sessions and other activities including but not limited to weight training, aerobic conditioning, swimming, dancing, sports training, off premises events or adventures (including related travel), and nutritional counseling offered by Caughlin Athletic Club employees, trainers, instructors and coaches. Participant acknowledges and fully understands that together with other persons at the Caughlin Athletic Club may be engaging in activities that involve risk of serious injury, which may include permanent disability and even death and severe social and economic losses which might result not only from participant's actions but also the action, inaction, or negligence of others (including employees of Caughlin Athletic Club), the rules of play, or the condition of the premises, or any equipment used and further that there may be risks not known to me or not reasonably foreseeable. Participant and his/her/their heirs, accept and agree to assume all of the foregoing risks and accept full responsibility and liability for any and all injury, loss, damage, disability or death suffered by or caused, in whole or in part. Participant and his/her/their heirs, release, waive, discharge and agree not to sue Caughlin Athletic Club Management Partners, LLC, its affiliates, owners, officers, employees, and their instructors in their capacities as representatives of the Caughlin Athletic Club whether salaried or volunteers, expressly including, but not limited to, the employees, trainers, instructors, coaches and the volunteers thereof (collectively, "Releases") from claims, demands, losses, or damages on account of bodily injury, death, property damage or loss, economic loss caused or alleged to be caused in whole or in part by Releases or any other party's actions, inactions or otherwise, participant also agrees to indemnify, defend and hold harmless Releases from any and all third-party claims caused in whole or in part by participant's actions or inactions. Participant consents to emergency medical care and transportation in order to obtain treatment in the event of an injury to participant as Caughlin Athletic Club management, employees, trainers and coaches may deem appropriate, at participant's sole cost and expense, and agrees to pay and reimburse Caughlin Athletic Club for any costs, fees and expenses Caughlin Athletic Club may incur in connection with any such medical treatment, transportation or care. Participant expressly agrees that the terms of this release and indemnity contained herein are intended to be as broad and inclusive as permitted by the laws of the state of Nevada. Any provision or portion of this Waiver, Release and Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby.

I have read the above Waiver, Release and Indemnity Agreement and understand that by signing below, I have given up substantial rights.

Participant Name: _____

Signature

Date

Parent or Guardians for Minors (Under 18 Years of Age) I, the undersigned parent or legal guardian of the participant named above, have read the above Waiver, Release and Indemnity Agreement and agree to its terms on behalf of my participant and myself. I understand that by signing below, I am giving up substantial rights on behalf of my participant and myself.

Signature of Parent / Legal Guardian _____ Date _____