



Youth Waiver

Child Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Gender: Male Female

WAIVER OF CLAIMS AND ASSUMPTION OF RISK:

Waiver of Liability and release for use of the facilities at the Downtown Athletic Club

I hereby acknowledge and agree that participation in the facilities located within the Downtown Athletic Club has inherent risks. In consideration for that participation and for the services provided by the Downtown Athletic Club, their agents, officers, participants, consultants, employees, and all persons or entities acting on their behalf (hereinafter referred to as Downtown Athletic Club) I now agree and certify as follows:

1. I acknowledge and fully understand that I, _____, the participant (if participant is 18 years of age or older) or parent/ legal guardian of a minor participant, will be engaging in activities that may involve risk of serious injury which might result not only from my own actions, inactions, or negligence, but from the actions, inactions, or negligence of others or the conditions of the premises or of any equipment used. Further, that there may be other risks not known or not reasonably foreseeable at the time. The risks may include but are not limited to: nature of the activity, latent or apparent defects of conditions in equipment or property supplied by the Downtown Athletic Club, or other entity; acts of other participants in this activity, employees or agents of the Downtown Athletic Club; my own physical conditions, acts or omissions; conditions of the Downtown Athletic Club facility and surrounding grounds or terrain and accidents connected to their use; first aid emergency treatment or other services.
2. I expressly agree and promise to accept and assume all the risks existing in the activity. My participating, or the participation of the below named minor, in this activity is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damages following any such injury which may occur.
3. On behalf of myself, my children, my parents, my heirs, assigns, personal representatives I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless the Downtown Athletic Club, and each of their respective commissioners, directors, agents, and other employees, its parent, subsidiaries, affiliates, employees, distributors, and agents, and, if applicable, operator or lessors of premises used to conduct the event/activity, from any and all liability for any and all claims, demands of causes of action which are in any way connected with my participation, or the participation of the minor participant, in this activity or the use of the Downtown Athletic Club equipment or facilities.
4. I further understand and hereby certify that I am legally responsible for my actions and for those of any below named minor participant, including, but not limited to, any damage to the Downtown Athletic Club, or private, public property, or other individuals. I hereby certify that I have adequate insurance to cover any injury or damage I or the



minor participant may cause or suffer while participating in these activities or alternatively I agree to bear the costs of such injury or damage myself. I further certify that I or the minor participant have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

5. I hereby certify that I have read and am familiar with the Facilities Rules and Regulations and will comply with conditions set forth therein.
6. I acknowledge and certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18, and I, or the minor participant, agree to abide by all rules for the activities which I, or the minor participant, am engaging in, and all applicable safety equipment will be used and used appropriately. I hereby provide the Downtown Athletic Club permission to administer basic First Aid and I authorize the Downtown Athletic Club or its agents or employees to contact 911 or other emergency personnel as needed.
7. Severability: The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in the activity a court of law may find me and/or the minor participant to have waived the right to maintain a lawsuit against the Downtown Athletic Club and each of the other parties listed in Paragraph 3 above on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT, WHICH CONSTITUTES A WAIVER. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Parent Email: _____ Parent Phone: _____

Parent Name: _____

Parent Signature: _____