

The Maugus Club
Member & Guest Waiver, Release of Liability & Indemnity Agreement

I, the undersigned, understand and acknowledge the inherent risks involved when engaging in strenuous physical exercise, competitive sport, or using any type of fitness equipment or any of the facilities at The Maugus Club (the "Club"). Accordingly, as consideration in exchange for being allowed to participate in any sporting activities and use of the facilities at The Maugus Club, I agree to the following:

1. I confirm that I do not have any injury or illness that could be aggravated by my use of fitness facilities and equipment or participation in sports and fitness activities at the Club and I acknowledge that the Club is relying on this statement in allowing me to fully use and participate in any and all sporting and fitness activities at the Club. If I suffer any such illness or injury I agree to notify the staff and officers of the Club immediately, and to immediately cease and desist from engaging in any further fitness activities at the Club until I have received medical clearance to resume such activities.
2. I acknowledge and fully understand that I will be engaging in sports and fitness 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 my actions, but also from the action, inaction, or negligence of others, 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. I expressly assume all risks of injury, including death, which may occur in connection with my use of the facilities and/or participation in activities at the Club.
3. I agree that prior to and while participating in any activity at The Maugus Club, I will inspect the fitness 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 staff or another official of The Maugus Club of this unsafe condition and will not participate until this condition is corrected.
4. I agree to assume all the foregoing risks and accept full responsibility for my own damages following such injury, permanent disability, or death.
5. I release, waive, discharge, and agree not to sue The Maugus Club, its parent company, landlord, and any subsidiaries and all its respective agents, affiliates, associates, officers, directors, owners and employees (collectively "Releasees") from demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be caused in whole or in part by Releasees or any other party's actions, inactions, or otherwise. I also agree to indemnify Releasees from any and all third party claims caused in whole or in part by my actions.
6. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as the Club, its staff or officers may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
7. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Massachusetts. 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. Said provision or portion, as well as the remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.
8. By signing this form I confirm that I am over the age of eighteen (18) years and have read and understood the terms of this Waiver and Release before signing. Or, if I am under the age of eighteen (18) years I have obtained permission to engage in physical exercise, sporting activities or use of fitness equipment from my parent / guardian and will have them sign on my behalf before participating in any activities at the Club.

I have read the above Waiver, Release, and Indemnity Agreement and understand that by signing below, I have given up substantial rights, and this agreement shall have continuous force and effect.

Printed Name (member)

Signature

Date

Printed Name (parent/guardian)

Signature

Date

Printed Name (parent/guardian)

Signature

Date