

## Release

### **BRISTOL SPORTSPLEX WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT/HOLD HARMLESS**

I am fully aware of dangers and risks involved in participating in every activity at the Bristol Sportsplex, including but not limited to tennis, pickleball, fitness equipment, and observation of activities, (to be called the Activities) and in using the Bristol Sportsplex premises and equipment for these and other purposes. Those dangers and risks include, but are not limited to, such things as equipment malfunction or failure, inappropriate or unexpected actions of other participants, muscle or joint tears, sprains, strains, broken or fractured bones, concussion and other severe or fatal injuries related to the Activities. With knowledge of these dangers and risks, I make the promises and agreements stated below.

**Waiver:** In consideration of permission to use the property, facilities, equipment, staff and services of the Bristol Sportsplex, I hereby, release, waive, discharge, and covenant not to sue Bristol Sportsplex/Painted Sky Inc., officers, employees, volunteers and other agents, from any and all claims, demands, actions, costs, expenses, and liabilities of any type or nature whatsoever, including but not limited to reasonable attorney's fees and expenses, arising out of or in any way connected with the Activities or my use of the Bristol Sportsplex premises or equipment resulting in, but not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, death, economic loss or property damage sustained by myself or others.

**Assumption of Risks:** The specific risks from the Activities vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, and (3) catastrophic injuries including paralysis and death. Risks also include damage to or loss of personal property. With full knowledge of the risks that are inherent in the Activities and my use of the Bristol Sportsplex premises and equipment, I hereby state that my participation in the Activities is voluntary and that I knowingly assume all such risks.

**Indemnity:** I further agree to indemnify and hold harmless Painted Sky Inc., officers, employees, volunteers and agents, from and against any and all claims, demands, actions, costs, expenses, and liabilities of any type or nature whatsoever, including but not limited to reasonable attorney's fees and expenses, arising out of or in any way connected with the Activities, my use of the Bristol Sportsplex premises or equipment, or otherwise.

**Status to Participate:** I certify that I am physically and mentally able to participate in any Activity in which I choose to participate. I understand that if I am uncertain about my ability to participate in any Activity, it is my responsibility to consult my personal physician before doing so. In the case of a medical emergency that occurs during my participation in an Activity, employees or agents of Painted Sky Inc. may take actions to obtain or administer whatever treatment regarding my health and safety is considered to be warranted under the circumstances, although they are not obligated to take any such action. Such actions taken do not create a special relationship between Painted Sky Inc. and me. I agree to be solely responsible for any costs related to treatment.

**Scope:** I understand and agree that the terms of this Agreement, including but not limited to the waivers, assumptions of risks and indemnities set forth above, are intended to be as broad and inclusive as permitted by Tennessee law. If any portion of this Agreement is held invalid, I agree that the remaining provisions shall continue to be in full legal force and effect. I agree that this Agreement is and will be binding on me and my heirs, assigns and personal representatives.

**Photo Policy:** Bristol Sportsplex may video tape or take photographs of members participating in activities, classes, or programs. These photographs and/or video tapes are for use in future Bristol Sportsplex magazines, brochures, promotional literature, websites, social media or for use on television. If members would like to opt out of photographs or videos, they must do so in writing.

### **ACKNOWLEDGMENT OF UNDERSTANDING:**

I have read this Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and I intend by my signature to completely and unconditionally release all liability to the maximum extent allowed by law. If I am not yet 18 years old, my parent or guardian has read this Agreement and signed on behalf of both of us.

Please sign to agree to the terms of use of Bristol Sportsplex for yourself or as the parent or league guardian of a minor.