

Wildwood Racquet and Wellness Club

INDEMNITY AND RELEASE:

I, _____, on behalf of myself and my minor child, _____, understand that use of the Wildwood Racquet and Wellness Club (“WRWC”) facilities and participation in WRWC programs and events creates a risk of injury and therefore expressly consent to and assume all risks associated with use of the WRWC facilities and participation in WRWC programs and events, even those which are not specifically foreseeable, and hereby release, indemnify, defend, and hold harmless WRWC and its members and other affiliates, managers, officers, employees, and agents (the “Indemnified Parties”), from any loss, liability, claim, action, or suit (“Claim”) arising or alleged to arise from (A) bodily injury or personal injury suffered by any party on the WRWC facilities, (B) bodily injury or personal injury caused by a participant in WRWC’s programs and events (including off-site trips) and/or (C) property damage or loss suffered in connection with, or as a result of, my or my minor child’s use of WRWC facilities or participation in WRWC’s programs and events (including off-site trips), regardless of whether such claims and actions are founded in whole or in part upon alleged negligence of the Indemnified Parties. I understand that execution of this Indemnity and Release is a requirement for WRWC membership and condition to the use of the WRWC facilities and participation in WRWC programs for all members and guests.

I understand that by signing this Indemnity and Release, I am releasing, indemnifying, and holding harmless the Indemnified Parties from all Claims, even those Claims arising out of the negligence of one or more of the Indemnified Parties.

This Indemnity and Release shall be effective as of the date set forth below and shall remain in full force and effect for all future visits to the WRWC facilities and/or participation in WRWC programs and events, wherever held. You may, however, terminate this Indemnity and Release by mailing or hand-delivering a written notice of termination to WRWC at 508 N. Hadley Road, Fort Wayne, Indiana 46804, but any such termination shall be prospective only.

I have read the above Indemnity and Release and am knowingly and voluntarily agreeing to its terms.

Signature of Member, Guest or Member’s or Guest's parent or guardian

Date