

# T3 PERFORMANCE MEMBERSHIP AGREEMENT AND WAIVER OF LIABILITY

MEMBER INFORMATION-TO BE FILLED OUT BY APPLICANT (Please print clearly.)

**Line 1** Athlete : \_\_\_\_\_ D.O.B. \_\_\_\_\_ Age \_\_\_\_\_

**Line 2** Address: \_\_\_\_\_ city: \_\_\_\_\_ zip: \_\_\_\_\_

**Line 3** Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Sports : \_\_\_\_\_

**Line 4** Emergency contact: \_\_\_\_\_ Today's Date: \_\_\_\_\_

## RULES AND REGULATIONS

**ATTIRE:** Proper attire is required for participants using **T3 Performance**. Clean, appropriate footwear must be worn, either court –type or aerobics shoes only. No open toed shoes, thong, sandals, street shoes, bare feet or slipper type shoes allowed. **CONDUCT: T3 Performance** is committed to the health, safety and welfare of each of its members and staff. **T3 Performance** does not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. **T3 Performance** has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership of any member engaging in unacceptable behavior. **LOST ARTICLES: T3 Performance** assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

**WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK WAIVER:** In consideration of permission to use, today and on all future dates , the property facilities, and services of **T3 Performance**, I, on behalf of myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge, and covenant not to sue T3 Performance**, its directors, officers, employees, volunteers, independent contractors and agents from liability **from any and all claims arising from the ordinary negligence of T3 Performance** or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from participation in **T3 Performance** activities including, but not limited to, organized activities, classes, observation and individual use of facilities, premises, or equipment, and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to HOLD HARMLESS AND INDEMNIFY T3 Performance from all claims resulting from negligence and to reimburse them for any expenses incurred as a result of my involvement at T3 Performance. I further agree to any all cost and attorney's fees incurred by T3 Performance in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that T3 Performance is not responsible for injury or loss.

**SEVERABILITY AND VENUE:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Lorain County, Ohio.

**ASSUMPTION OF RISKS:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as loss of sight, joint or back injuries, concussion, and heart attacks to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know the nature of the activities at T3 Performance, I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries which may occur as a result of activities made possible by T3 Performance. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend by signature to signify complete assumption of the inherent risks of participation in or observing recreational activities as T3 Performance, to the greatest extent allowed by law in the State of Ohio.

Name of client \_\_\_\_\_ Parent if client is a minor \_\_\_\_\_ Date: \_\_\_\_\_

Signature of client **X** \_\_\_\_\_ Parent if client is a minor \_\_\_\_\_ Date: \_\_\_\_\_

Name of T3 Representative \_\_\_\_\_ Signature T3 Representative \_\_\_\_\_ Date: \_\_\_\_\_

I authorize T3 Performance to use **photos and/or videos** of myself or my child for promotional materials regarding our programs, facilities, or services. Promotional materials may be distributed to the public or posted on our website.

Signature of member or parent/guardian: **X** \_\_\_\_\_