

# Michigan Sports Facility of Jackson L.L.C.

## Daily Use Release of Liability Agreement

In consideration of this single daily admission to use of the facility and exercise equipment provided by *Michigan Sports Facility of Jackson L.L.C* (MSF) located at 3055 Shirley Drive, Jackson, MI 49201, I \_\_\_\_\_ (print name), expressly agree and contract on behalf of myself, my heirs, executors, administrators, successors and assigns, that the facility and its insurers, employees, officers, directors and associates, that the facility shall not be liable for any damages of any kind, arising from personal injury and/or death sustained by me, in, on, or about the premises of the facility and its equipment, regardless of whether such injuries are a result in whole or in part, from the negligence of the company.

By my placing my signature on this document, I agree I have read all conditions herein contained, and accept and assume full responsibility for any/all injuries and resulting damages (both economic and non-economic), and loss of any type which may occur to me during the use of this facility and its equipment. I hereby fully and forever release and discharge the facility, its employees, officers, directors, associates, and insurers, from any and all claims, demands, damages, rights of action, or causes of action, both present and future, whether the same be known or unknown, anticipated, or unanticipated, resulting from the use of the facility or any of its equipment.

INHERENT HAZARDS AND RISKS OF THE USE OF THIS FACILITY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- Risk of injury from the activity and equipment utilization is significant, including the potential for broken bones, sever injuries to the head, neck, back or other bodily injuries that may result in permanent disability or death.
- Possible equipment failure and/or malfunction, or my misuse of equipment or misuse by others
- I AGREE that I will wear approved protective gear as decreed by the governing body of the sport I am participating in, a sport that I could get injured playing, and understand that protective gear cannot guarantee the participant's total safety.
- My own negligence or the negligence of other participants that are not associated in any official capacity, with the facility and are only licensees, such as myself.
- Accidents of illness occurring where medical attention could take time to arrive

- Fatigue, exhaustion, chills, and/or dizziness that may diminish my reaction time and increase risk of accident and/or injury
- Impact or collision with other athletes, spectators, pedestrians, motor and non-motor vehicles about the facility
- ***Pursuant to Michigan Governor's Executive Orders 2020-01 and 2020-04, the CDC guidelines for COVID-19 distancing rules and wearing of face masks must be adhered too as a precaution to exposure***

I UNDERSTAND THE LIST OF HAZARDS STATED ABOVE IS NOT ALL INCLUSIVE AND NOT A COMPLETE LIST OF ALL HAZARDS. ALONG WITH KNOWN HAZARDS AS THE PARTIAL LIST STATED ABOVE, UNKNOWN AND UNANTICIPATED RISKS MAY BE PRESENT IN MY SPORT ACTIVITY THAT MAY RESULT IN INJURY AND/OR DEATH.

\_\_\_\_\_ (initial)

## Release of Liability

### WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to use the facility and to participate in sports activities, the above stated partial list of hazards related from participating in those activities, I hereby agree and acknowledge that I have read this document and accept and appreciate the following:

- *That adherence to CDC guidelines for COVID-19 are my responsibility and I release the facility, management and staff from any liability related to exposure to COVID-19.*
- I HEREBY RELEASE AND HOLD HARMLESS THE FACILITY AND ITS STAFF, WITH RESPECT TO ANY INJURY, DISABILITY, DEATH, OR LOSS OF PROPERTY BY ANY MEANS WHILE ON FACILITY PREMISES, AND SHALL IMMEDIATELY REPORT ANY HAZARDOUS CONDITIONS OR ILLEGAL/DANGEROUS ACTIVITY TO FACILITY EMPLOYEES.
- I hereby release the facilities employees, officers, directors, representatives, agents, and volunteers from any liability and responsibility whatsoever and for any claims or cause of action that my estate, heirs, survivors, executors, or assigns may have for my personal injury, property,

damage or loss, or wrongful death arising from the activities whether caused by active or passive negligence or the releases or otherwise. By executing this document, I agree to hold the facility and its employees and management staff harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage of any kind, to person or property that may occur because of my engaging in sports activity as set forth in this agreement.

- In entering this agreement, I agree that I have read this agreement and am not relying on oral agreement or instruction, but the written agreement contained herein and the express terms contained in this agreement.
- This agreement shall apply to all injuries, disability, death, or loss or damage to personal property occurring at any time after the execution of this daily agreement.
- This agreement expressly releases to MICHIGAN SPORTS FACILITY OF JACKSON L.L.C., the right to publish any photos or likenesses of the participants in any publication, newspaper, advertisement, or online website or media without any monetary compensation being paid

**THIS AGREEMENT IS BINDING WHERE FULLY PERMITTED BY LAW. ANY PROVISION OF THIS RELEASE THAT IS FOUND TO BE UNENFORCEABLE; THE REMAINING TERMS SHALL BE ENFORCEABLE.** I agree that I have freely and voluntarily read and signed this agreement without inducement.

\_\_\_\_\_  
Print Name                      Date                                      Sign Name                                      Date

**MINOR AGE PARTICIPANTS:** I certify that I as Parent or Guardian with legal responsibility for this participant, do consent and agree to allow them to participate in the sports activities that are hazardous, and have read this entire document and agree to release and indemnify the facility, its managers, employees, volunteers from any liability for injuries or loss of personal property. **Parent or guardian signature required for minor participation.**

\_\_\_\_\_  
Print Name                                      Date                                      Sign Name                                      Date