

Print Name

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2022/2023

# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT

By signing this document you may be waiving certain legal rights, including the right to sue.

## Release and Waiver of Claims

In consideration of being allowed to participate as a non-member guest of Hampshire Hills Racquet & Health Club, inc., Danielson Realty Trust, and Eastern Olympic Sports, LLC doing business as the Hampshire Dome (the "Facility") I do hereby assume full responsibility for any and all damages, injuries or losses that I may sustain or incur while attending or participating in any Facility exercise program, sport or physical activity. For allowing me to use the Facility as a non-member guest ("Guest") I agree, to the fullest extent permitted by law, as follows:

1. To waive all claims that I have or may have against the Facility, their officers, directors, employees, agents, servants, members, and volunteers arising out of my use of the Facility.
2. To release the Facility from all liability for any loss, damage, injury or expense that I (or my next of kin) may suffer, arising out of my use of the Facility, from any cause whatsoever, including negligence or breach of contract on the part of the Facility in the operation, supervision, design or maintenance of the Facility.

## Assumption of Risk

I am aware that there are certain inherent risks, dangers and hazards associated with engaging in physical activities that can result in serious personal injury or death. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury associated with any use of the Hampshire Dome, including the risk of illness from exposure to COVID-19 and other viruses. I further recognize and acknowledge that the risks inherent in engaging in physical activities can be greatly reduced by seeking instruction from a trained professional, consulting with my physician, using common sense and following the Rules and Regulations of the Hampshire Dome. I certify that I am in good physical condition and have no known disabilities that might be detrimental to my health or well-being.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**Participant or Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Parent/Guardian must sign if the Participant is UNDER 18 **Time:** \_\_\_\_\_

Participant or Parent/Guardian email address (optional): \_\_\_\_\_

