



LIABILITY WAIVER

In consideration of being allowed to attend ROSTER SPORTS CLUB (“THE FACILITY”), use any of its available amenities or equipment, or participate in related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. ROSTER SPORTS CLUB recommends that all users obtain a physical examination prior to the use or participation of any exercise equipment, racquet facilities, or amenities. The undersigned represents that he/she has no disability or impairment that would be detrimental to his/her health, safety or physical condition if choosing to use the facility.
2. There are risks of communicable diseases such as MRSA, influenza, and COVID-19 which are significant, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and
3. The undersigned knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assumes full responsibility for his/her use of the facility and any illness or injury incurred.
4. He/she willingly agrees to comply with the stated and customary terms and conditions for use of the facility. If, however, he/she observes any unusual significant hazard during his/her presence or participation, he/she will remove self from participation and bring such to the attention of the nearest staff member immediately.
5. He/she further accepts responsibility for any damages caused by him/herself to the club facilities and/or equipment.
6. ROSTER SPORTS CLUB shall not be responsible for articles lost or stolen on the premises or damage to any other property, including automobiles and other methods of transportation. In addition, ROSTER SPORTS CLUB, its owners, employees, contractors and agents shall not be liable for the actions, negligence, errors or omissions of another member or user of this facility.
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS ROSTER SPORTS CLUB BAR & GRILL LTD, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Member Name

Date

I agree that Roster Sports Club may email me with club updates including policies, court bookings and events.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Guardian Name

Date