

Upper Deck Sports/Skipp's Bowling Enterprises Inc. Waiver and Release

I enter into this Athletic Center Waiver Release (Agreement) with Upper Deck Sports/Skipp's Bowling Enterprises Inc. for the privilege to use the fitness center (facility) located at 2300 Strongs Ave, Stevens Point, WI, 54481.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release Upper Deck Sports/Skipp's Bowling Enterprises Inc., its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release Upper Deck Sports/Skipp's Bowling Enterprises Inc. from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Upper Deck Sports/Skipp's Bowling Enterprises Inc.'s negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release Upper Deck Sports/Skipp's Bowling Enterprises Inc. from any liability resulting from their intentional conduct.**

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the facility's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

I further covenant and agree not to institute any claims or legal action against Upper Deck Sports/Skipp's Bowling Enterprises Inc. for any claim released by this Agreement. I further agree that should any claim be made against Upper Deck Sports/Skipp's Bowling Enterprises Inc. in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Upper Deck Sports/Skipp's Bowling Enterprises Inc. for any such claim and expenses including attorney's fees and costs incurred by Upper Deck Sports/Skipp's Bowling Enterprises Inc. in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that Upper Deck Sports/Skipp's Bowling Enterprises Inc. is not responsible for any lost or stolen valuables or property from within the facility.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Upper Deck Sports/Skipp's Bowling Enterprises Inc. for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Upper Deck Sports/Skipp's Bowling Enterprises Inc., will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name (please print) _____ Under 18, check if yes

Parent Name (please print) _____

Signature _____ Date: _____

If participating client is under the age of 18, a parent or guardian must give signature for the parent release

This Athletic Center Waiver and Release is a guideline. It does not address potential compliance issues with federal, state or local law, and it is not meant to be exhaustive or construed as legal advice. The contents of this waiver, and the extent of its effectiveness in court, may be affected by state law. Consult your licensed commercial property and casualty representative at Spectrum Insurance Group or legal counsel to address possible compliance.