



Waiver and Release of Liability

My Optimum Golf, is collectively hereinafter referred to as “Studio”, “We”, and “Our”. _____(initial)

“You” or “Your”, as used hereinafter, shall mean the individual participant and/or guardian of the individual participant if he/she is a minor. _____(initial)

You acknowledge that physical activity, including sport, and sport activity can be strenuous and subject You to risk of serious injury. You agree on behalf of the individual participant and the participant’s heirs and estate, that if You engage in any physical exercise or activity, or use any Studio amenity on or off the Studio’s premises, including any Studio sponsored event, You do so entirely at Your own risk. You agree that You are voluntarily participating in these activities and use these facilities and premises and assume all risk of injury, illness, or death. We are not responsible for any loss of Your personal property. _____(initial)

This Waiver and Release of Liability includes, without limitation, all injuries and/or property damage which may occur as a result of (a) the individual participant’s use of all Studio premises, and facility including the improper maintenance thereof; (b) the individual participants use of all amenities and equipment in the facility, including the improper maintenance thereof; (c) the individual participant’s participation in any activity, class, program, personal training or instruction; (d) the sudden and unforeseen malfunctioning of any equipment; (e) the improper maintenance of amenities or equipment; (f) Our instruction, training, supervision; (g) the individual participant’s slipping and/or falling while in the Studio, or on the Studio premises, including adjacent sidewalks and parking areas; (h) first aid, emergency treatment or any other services rendered or failed to be rendered by the Studio, or its employees, emergency personnel or good Samaritans, or the Studio preventing a good Samaritan from rendering first aid; (i) Our hiring or retention of any employee; (j) loss of consortium (e.g. companionship, love, assistance, sexual relations, etc.). _____(initial)

You further acknowledge that the Studio does not manufacture fitness or other equipment, but purchases and/or leases equipment from manufacturers or distributors. You understand and acknowledge that the Studio is providing recreational, sports performance, fitness, or health related services, and You will not hold the Studio liable for an alleged defective product. _____(initial)

You acknowledge that You have carefully read this Waiver and Release of Liability and fully understand what it means and that it is a release of liability. You expressly agree to release and discharge the Studio, all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action, and You agree to voluntarily give up or waive any right that You may otherwise have to bring legal action against Studio for personal injury or property damage or other reason. _____(initial)

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Studio, its agents, employees, or anyone acting on its behalf. _____(initial)

If any portion of this Waiver and Release of Liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Waiver and Release of Liability shall remain in full force and effect and the offending provision or provisions severed here from. _____(initial)

By signing this Waiver and Release of Liability, You acknowledge that You understand its contents, and that it cannot be modified orally. _____(initial)

Individual Participant Name:

(Please print)

Signature: _____

Date: _____

Guardian Name (if individual participant under the age of 18):

(Please print)

Signature: _____

Date: _____