

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Every club sport activity that one engages in has risks, hazards and physical stresses associated with it. The following is a list of risks and hazards associated with club sport activity. The list is not intended to be exhaustive; exclusion of hazard or risk does not negate its possibility and anyone engaging in any sport or physical activity has a duty to inform themselves of the possible risks associated with the activity and the ways to minimize or eliminate such risks. This information is intended to facilitate discussion between participants and organizers regarding the risks, hazards, and physical stresses associated with sport.

RESPONSIBILITIES OF PARTICIPANTS:

By participating in club sports each participant acknowledges and agrees that he or she is responsible for his/her own health and safety and assumes the risks of participating in club sports. By electing to participate as a member of Tortola Sports Club (The Club) each participant is representing that he or she has assessed his or her own ability and been cleared by his or her medical and/or mental health professionals to participate in any club sports activities. By participating each participant agrees to conform his or her behavior to sportsmanlike standards and to comply with all applicable rules of the sport, regulations and all applicable laws. Each participant agrees to engage in safe practices, such as abstaining from the use of alcohol or drugs, prescription or otherwise prior to, during participation, or upon return from any club sport activity. Likewise, each individual agrees to be solely responsible for his or her own actions and recognizes that the University assumes no responsibility for actions of any participant.

POSSIBLE INJURIES AND PRECAUTIONS:

1. Loss of vision as a result of body or object contact. Wearing protective eye guards or other protective equipment can reduce this hazard.
2. Concussion, neck/spinal trauma, broken bones, loss of teeth, or other injury as a result of body or object contact. Maintaining adequate distance between you and other players, especially when playing doubles, team play, or participating may reduce this hazard.
3. Muscle pulls, cramps, sprains, strains, cuts, bruises or other injuries. Proper conditioning can reduce this hazard by stretching and warming up prior to play, by proper execution of strokes/skills, by using appropriate footwear, and by not playing on wet or slippery surfaces.
4. Dehydration. This hazard can be reduced by consumption of liquids before and during breaks in play or activity.
5. Death due to injury or to cardiovascular complications as a result of physical overexertion. If a participant has a history of cardiovascular or cardiopulmonary disease, he or she should consult their personal physician before engaging in any activity.
6. Death, or other impairments, due to complications from traumas incurred during participation.

PRECAUTIONS:

1. Participants are obligated to wear proper attire, such as tennis shoes or squash shoes for the appropriate court, and to use the proper protective equipment in the proper and appropriate manner. The participant must realize that a failure on his or her part to do so puts him/her at the risk of injury or fatality and does so at his or her own peril.
2. Should injury be incurred during participation in this activity an Injury Report Form must be filed with the clubs manager?
3. The injured party is responsible for all financial obligations incurred in any treatment necessitated by an injury. Participants are advised to obtain and maintain their own medical insurance while participating and in activities held at or sponsored by the Club.
4. Participants are responsible for their own proper conditioning as a prerequisite for participation.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

I, _____, desire to engage in activities promoted and/or sponsored by or on behalf of the Tortola Sports Club. As a member at Tortola Sports Club I understand the potential dangers involved, such as property damage or bodily injury or possible fatality. These injuries could include, but are not limited to, broken bones, abrasions, loss of vision, injury to or loss of use of limb(s) spine and neck injury, heart attack, or death. I understand that there is also the potential for and risk of injury or death in traveling to and from events related to this club sports program.

In consideration for participating, I agree to the following:

Assumption of Risk: I fully understand all of the risks and hazards involved. I have carefully considered these risks and have voluntarily decided to participate with knowledge of these potential dangers. I agree to accept any and all risks of injury arising directly or indirectly from my participation. I confirm that I have consulted my personal physician and that he/she has not prohibited me from taking part in the relevant activity.

Release: I agree, for myself, my administrators, personal representatives, executors, predecessors, successors, agents, heirs and assigns to release and hold harmless Tortola Sports Club, its Board of Trustees of the Club, President, officers, agents, employees, assigns and other affiliates ("Affiliated Parties") from any present or future claim for physical or emotional injury, property damage or death arising directly or indirectly from my participation, to the fullest extent permitted under law, including allegations or claims of negligence on the part of Tortola Sports Club or any of its Affiliated Parties; provided, however, this Agreement does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct by Tortola sports or its Affiliated Parties.

Covenant not to Sue: I agree, for myself, my administrators, personal representatives, executors, predecessors, successors, agents, heirs and assigns not to sue, make or file any lawsuits, claims, proceedings or any other actions of any kind whatsoever against Tortola Sports Club or the Affiliated Parties for bodily injury, property damage, or death sustained during my participation to the fullest extent permitted under law, including allegations or claims of negligence on the part of Tortola Sports Club or any one of its Affiliated Parties provided, however, this Agreement does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct by Tortola Sports club or its Affiliated Parties.

I have read this entire Agreement and I understand the potential dangers involved in engaging in any and all activities at Tortola Sports Club. I am fully aware of the legal consequences of this Agreement and I agree to its terms.

I UNDERSTAND THAT I AM RELEASING AND WAIVING CERTAIN RIGHTS AND ASSUMING THE RISKS OF INJURY, DEATH OR OTHER DAMAGES FROM MY PARTICIPATION WHILST PLAYING SPORTS.

*PERSONS under age 18 must have parental approval or written signature, and approval of sports club office before participating.

The undersigned custodial/residential parent or legal guardian represents and warrants that he/she has the authority to sign on behalf of _____ to the terms of the agreement. The undersigned has read and understands the above Agreement and understands the potential dangers involved. The undersigned is fully aware of the legal consequences of the Agreement and agrees to its terms.

Member/Parent/Guardian: _____

Date: _____

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Corporate Memberships are available for companies with at least 10 participating employees (See corporate form).

Senior Citizens (over 65) are entitled to a 50% discount off membership.

Junior members may only enter the gym during scheduled supervised times.