

SPLITROCK LLC
DBA SPLITROCK ATHLETIC CENTER
11 AMOS LANE
WEST TISBURY, MA
508-693-0119

CONSENT AND RELEASE OF LIABILITY

In consideration for my use of the facilities at Splitrock Athletic Center and as a condition of my membership, I _____ (the "Releasor"), on behalf of myself and my heirs, executors, administrators and assigns, hereby remise, release and forever discharge Splitrock LLC, Splitrock Athletic Center, James M. Ferry, any tenant who may operate at Splitrock Athletic Center (including but not limited to Blitz Fitness Partnership, Catherine M. Fuller and Tim Merriman), any instructor and/or any other person conducting any program at Splitrock Athletic Center, and their past, present, and future officers, directors, managers, partners, agents, servants, employers, employees, heirs, executors, administrators and assigns (the "Releasees") from all claims, demands, actions, suits, debts, causes of action and liabilities of every name and nature, whether known or unknown and which I may now have or have ever had, or may have in the future, including but not limited to claims, demands, actions, suits, debts, causes of action and liabilities for bodily injury, death, personal injury, conscious pain and suffering, emotional distress, loss of consortium or society, loss of use, loss of enjoyment of life, loss of opportunity, loss of services, lack of informed consent, battery, vicarious liability for the acts or omissions of any servants, employees, or actual or apparent agents, failure to settle, violations of General Laws, c. 93A, or any other unfair trade practices, compensatory damages, punitive or exemplary damages or fines, or legal fees or costs. Initial _____

I understand and affirm that by executing this Consent And Release of Liability, I am releasing and forever discharging the Releasees from all claims, demands, actions, suits, debts, causes of action and liabilities of every name and nature, whether known or unknown, arising from or in any way related to or growing out of, my use of the facilities at Splitrock Athletic Center and/or any act, omission or negligence by any or all of the Releasees. Initial _____

I understand that I have purchased a membership at a facility that allows access without supervision or assistance. I am aware that if I am injured, become unconscious, suffer a stroke or heart attack or any other medical emergency, there will likely be no one except my playing partner(s) to respond to my emergency and that this facility has no duty to provide assistance to me. Initial _____

I knowingly and willingly admit that there is an inherent risk of injury while playing racquetball, tennis, and any sport or activity. I agree to accept responsibility for any and all injuries I may sustain in the course of using the racquetball court, the tennis court, and any and all equipment and facilities of Splitrock Athletic Center. Initial _____

I understand that Splitrock Athletic Center encourages me to get a physical examination from a physician before using any equipment or facilities or participating in any activity, and regularly thereafter. I understand that I use the equipment and facilities of the Splitrock Athletic Center entirely at my own risk, and that I assume all risks of injury, illness, or death. Initial _____

I further acknowledge and accept any and all rules and procedures concerning use of any and all equipment and facilities of Splitrock Athletic Center. Initial _____

I certify that I am over the age of 18 and have carefully read and understand the contents of this Consent And Release of Liability. I further understand that I am forever giving up, in advance, any right to sue or make claims against the parties I am releasing. I understand this Consent and Release of Liability and declare that I am not under any physical or emotional duress to sign.

Signature _____

Date _____

Print name _____

Witness signature _____

Date _____

Print name _____