

CLIFFS CLUB PARTNERS, LLC LIABILITY WAIVER

**GIVE A COPY OF THIS FORM TO EVERY
PARTICIPANT
LIABILITY RELEASE AND WAIVER FORM
(18 and Older)**

Every participant must have a completed and signed release form prior to registration in order to participate

Program: _____ Location: _____ Date: _____

Name of Participant: _____ Member Number: _____

Address: _____ City, State, Zip: _____

Daytime Phone Number: (____) _____ Evening Phone Number: (____) _____

Liability Release: For good and valuable consideration, including being given the opportunity to participate in the Program, the receipt and sufficiency of which are hereby acknowledged.

I acknowledge, agree and represent that I understand the nature of the Program, and that I am qualified, in good health, and in proper physical condition to participate in such activities.

I fully understand that this program involves risk and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"). These risks and dangers may be caused by my own actions, or inactions, the actions or inactions of other participants, the condition in which the Program takes place, or the negligence of the Releasees named below.

I, on my own behalf, our personal representatives, assigns, heirs, and next of kin, further agree to release and to hold harmless Cliffs Club Partners, LLC and IT-SPE, LLC ("Cliffs" and any of its affiliates or subsidiaries, or successors for the Hosting site (The Cliffs' property on whose premises the Program will occur (hereinafter the "Location")), the affiliates of Cliffs and the respective directors, officers, representatives, members, agents, employees, volunteers, organizers, sponsors, advertisers, owners or lessors of property and their respective affiliates (hereinafter collectively Releasees") from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Program, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and / or death) that I may incur or sustain during the Program, all activities associated with the Program and while traveling to and from the site for the Program whether or not the Program actually occurs.

I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by me or by any other persons on the account of damages of any character resulting to myself in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss, litigations expenses, attorney fees, liability, damage or costs which any Releasee may incur as a result of such claim, to the fullest extent permitted by law.

I do hereby further declare myself physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent his or her participation in any of the activities related to the Program. I do hereby acknowledge that I have been informed of the recommendation to notify my physician as to my participation in this program. I acknowledge that I have either had a physical examination and been given any physician's permission to participate, or that I have decided to allow myself to participate in this program without the approval of my physician and do hereby assume all responsibility for my participation in this activity.

I, in my own behalf, hereby warrant that I have read this Liability Release in its entirety, fully understand its contents, understand that I have given up substantial rights by signing it and have freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent

permitted by law. I agree that if any portion of this Agreement is held to be invalid, or unenforceable for whatever reason, including a change in law, the balance, notwithstanding, shall continue in full force and effect, including inserting terms to give the stricken provision the maximum effect permissible by law.

I, in my own behalf, am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf further acknowledge that nothing in this Liability Release constitutes a guarantee that the Program will occur. I, in my own behalf, have signed this document voluntarily and of my own free will.

_____ (Initial) I, **understand and agree that a life vest or iacket must be worn at alltimes.**

_____ (Initial) I **understand and agree that I will be responsible for any property damage to the equipment during the time of use.**

_____ (Initial) I **understand that the term of use is one hour unless management has approved otherwise.**

Signature of Participant

Printed Name

Witness