**Xcel Sports Membership Agreement and Liability Waiver**

I/We are aware that exercise can be physically stressful and in certain instances can even be harmful and result in death. I/We understand that I/We should consult with our personal physician before I/We begin or continue any exercise program. In consideration of use of AAC - Xcel Sportsplex and activities run within the Sportsplex identified above, I/We agree to the following conditions:

1. I/We understand the risk and danger to us and our property associated with our use of the Xcel Sportsplex, and I/We do so voluntarily in reliance upon my/our own judgment and ability. I/We assume risk of personal injury, death, property damage or loss from any cause whatsoever including, but not limited to, failure of anyone to enforce rules, regulations or inspection of equipment and facilities, and any negligence of/by our staff.

2. I/We shall indemnify, defend and save harmless Appleton Alliance Church, Xcel Sportsplex staff, the Board of Trustees, or any officers, servants, agents, or employees from all liability, loss, costs, damages, claims, or causes of actions of any kind or nature whatsoever. This includes expenses, from attorney fees arising, or claimed to have risen, out of personal injuries or death, property damage or loss, sustained by me/us as a result of negligence on the part of AAC and Xcel Sportsplex, its staff or other participants.

3. I/We understand potential risks, including risks of property damage or loss, personal injury, or death associated with the use of the Xcel Sportsplex, equipment and the participation in activities within the Sportsplex. I/We understand that I/We are responsible for my/our personal safety during use of this facility, and I/We assume that responsibility.

4. I/We are aware that Xcel Sportsplex membership fees are nonrefundable. This includes reasons such as, but not limited to: personal relocation, change in fitness class times and schedules, change in fitness class content, changes in class offerings, change of instructor(s), class cancellations, changes in facility hours of operation, or equipment availability. Changes in membership (ie. Student to Family membership) is allowed the first month of any given membership. Credit will be applied towards the family membership. After one month, separate memberships need to be purchased and no allowances will be given.

Photo Release: I understand that photographs and video may be taken of me during the course of my time at Xcel and that these photographs and video may be used for Xcel Sportsplex and AAC publicity purposes. I have read and understand this release.

\*\*\*By signing this waiver, the terms and conditions apply to future day pass/guest pass visits to the Xcel Sportsplex, and is not exclusive to the date signed below. (applicable to day/guest pass agreement)

I/We certify that I/We are at least eighteen (18) years of age, medically sound, and physically fit to participate in the Sportsplex activities. I/We further certify that no oral promise, agreement, warranty or representation concerning safety or liability of the Sportsplex or its equipment has been made to me/us. I/We certify that I/We have read and understand the foregoing information. All questions, which may have occurred to me/us, have been answered to my/our satisfaction. I/We also certify that if I/We have children less than 18 years of age, that I/We (the parent or guardian) has explained this form to them and by my/our signature agrees that they understand and agree to this document.

I/WE HAVE READ AND UNDERSTAND THIS DOCUMENT AND AGREE THAT IT WILL LEGALLY BIND MY/OUR HEIRS, AND MY/OUR ESTATE.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_