



Release and Parent / Guardian Waiver of Liability and Assumption of Risk

The use of facilities at LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and/or PINNACLE PERFORMANCE AND WELLNESS, LLC naturally involves the risk of injury to you or your guest, whether you or someone else causes it. As such, you understand and voluntarily accept this risk and agree that LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC will not be liable for any injury, including, without limitation, personal, bodily or mental injury, economic loss or any damage to you, your spouse, guests, unborn child or relatives resulting from negligence or other acts of LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC or anyone on LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS' and PINNACLE PERFORMANCE AND WELLNESS, LLC behalf or anyone using the facilities.

If there is any claim by anyone based on any injury, loss, or damage described here, which involves you, you agree to

(1) defend LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC against such claims and pay LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC for all expenses relating to the claim and (2) indemnify LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC for all liabilities to you, your spouse, guests, unborn child, relatives or anyone else resulting from such claims. You understand and acknowledge that LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC do not manufacture any of the fitness or other equipment at its facilities but purchases and/or leases equipment from third parties. As such, you understand and acknowledge that LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC are providing recreational services and may not be held liable for defective products.

Further, you represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC. As such, you acknowledge that LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC did not give you medical advice before you joined, and cannot give you any after you join, relating to your physical condition and ability to use the facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the facilities.

If there is any dispute between you and LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and/or PINNACLE PERFORMANCE AND WELLNESS, LLC, both parties agree to submit it to binding arbitration under the rules of and before the American Arbitration Association and its office nearest the club you used. The dispute covers any aspect related to your workouts or this Agreement, which includes, without limitation, financial obligations, facilities, representations, property damage and injuries. Arbitration means that neither you nor LUBBOCK BW PROPERTIES #5, LLC and DBA FALLS and PINNACLE PERFORMANCE AND WELLNESS, LLC can sue each other in court over such disputes. You both agree to have a neutral arbitrator decide it, not a jury or judge.

Please read this document carefully. By signing it, you are giving up legal rights.

Member: Yes ☐ No ☐

_____, I have read and agree to the Kid's Club Policies and Procedures
Initial

Print Name of Primary Adult

Adult Date of Birth

Age

Address

City

State

Zip

Phone

Email

Print Name of Secondary Adult

Date of Birth

Email

Phone

Print Name of Participant

Date of Birth

Print Name of Participant

Date of Birth

Print Name of Participant

Date of Birth

Print Name of Participant

Date of Birth

X _____
Signature of Participant Over 18 or Parent / Legal Guardian of Minor

Date