



**Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement**

For and in consideration of the undersigned's registration with Club Karzen, Inc.: North Shore Racquet Club, Ltd.; and/or JRK, Inc. d/b/a Jerry Karzen Tennis or John Karzen Basketball, Inc. (individually a "Karzen Entity" and collectively referred to together as the "Karzen Entities") and being allowed to participate in activities organized by any of the Karzen Entities and/or activities occurring at any premises or facility in which any of the Karzen Entities operate, participant (and the parent(s) or legal guardian(s) of participant, if applicable) for himself/herself, participant's parents, children, personal representatives, heirs, executors, administrators, agents, successors, and assigns, and on behalf of any guest or invitees of participant, forever waives, releases, discharges and relinquishes any and all claims against any of the Karzen Entities, including each of their affiliates, officers, directors, employees, agents, representatives, successors, assigns and, if applicable, owners and lessors of any premises in which any of the Karzen Entities operate, for liability and cause(s) of action, including, without limitation, for personal injury, property damage, or wrongful death occurring to participant, arising out of or in connection with participation in activities organized by any of the Karzen Entities, activities occurring at any premises or facility in which any of the Karzen Entities operate, activities incidental thereto, and use of any premises or facility in which any of the Karzen Entities operate, whenever or however the claim, injury, damage, cause of action, or loss occurs, and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parents(s) or legal guardian(s), if applicable) may have are hereby waived, released, discharged and relinquished.

Participant (and participant's parents(s)/guardian(s), if applicable) acknowledges, understands and assumes all risks relating to participation in activities organized by any of the Karzen Entities, or participant's use of any part of any premises or facility in which any of the Karzen Entities operate, including, without limitation, locker rooms, areas of ingress or egress, sidewalks, parking lots, stairs, lobby areas, sport courts, recreational areas, or use of any equipment, part, or item in or around any premises or facility in which any of the Karzen Entities operate, and participant understands that activities organized by any of the Karzen Entities and/or participant's use of any premises or facility in which any of the Karzen Entities operate involves risks to participant's person including, without limitation, bodily injury, partial or permanent disability, pain, paralysis, death, and damages which may arise therefrom and that participant has full knowledge of said risks.

These risks and dangers described herein may be caused by the negligence of the participant, the negligence of others, or the Karzen Entities.

Participant (and the parent(s) or legal guardian(s) of participant, if applicable) further acknowledges that there may be risks and dangers not known to participant or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledges, understands and agrees that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraphs.

Participant (and participant's parent(s)/guardian(s), if applicable) agrees that if any claim for participant's personal injury, property damage, or wrongful death is commenced against any of the Karzen Entities, participant shall defend, indemnify and save harmless any Karzen Entity from any and all claims, loss, liability, damage, cost, or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of the Karzen Entities, that they are fully advised of the potential dangers of participating in activities organized by any of the Karzen Entities and use of any premises or facility in which any of the Karzen Entities operate. Participant (and participant's parent(s)/guardian(s), if applicable) understands that he/she has given up substantial rights by signing this WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT, and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.