

ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

In consideration of the use of the property, facilities and/or services of the property located at 7703 W. Steger Road, also known as the Ranch Sports Club (RSC), including travel related to and from, the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that the use of equipment, facilities and services provided by the RSC (travel sports clubs, cheerleading, poms, physical sports, onsite training, weight and cardiovascular training, dance, aerobics, ATV riding, snowmobile riding, sledding, and any other programs and services held onsite) involves risks such as, but not limited to, the following which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency equipment or emergency medical care. **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.**
2. **ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, THE UNAVAILABILITY OF EMERGENCY CARE, OR THE UNAVAILABILITY OF SHELTER FOR WEATHER RELATED EMERGENCIES** including but not limited to, those **RISK FACTORS** described in section 1 above.
3. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or to participate in the activity itself, then they shall direct such questions to the appropriate person on site.
4. **RELEASE.** The undersigned **RELEASES** the Ranch Sports Club, LLC., any Kalman or Esterkamp family member and agents of the RSC and otherwise waives to the fullest extent permitted by Illinois law and agrees **NOT TO BRING SUIT** on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.
5. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** the Ranch Sports Club, LLC., any Kalman or Esterkamp family member or agent of the RSC (hereinafter jointly referred to as "indemnitee") against, and hold harmless from any or all claims, causes of action, damage judgements, costs or expenses, including attorney fees which in any way arise from the undersigned's participation in any activity at RSC which include but are not limited to, (i) damages to or destruction of any property of the indemnitee or of any others caused by the undersigned; (ii) injury or death of the undersigned or anyone else or caused by the undersigned; or (iii) any liability arising from the act or negligent act of the indemnitee or the undersigned.

6. **PAY.** The undersigned agrees to pay for any or all damages to any property of indemnitee caused by the undersigned either negligently, willfully, or otherwise.
7. **REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs/children, assigns and legal representatives.
8. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
9. **INSURANCE.** The undersigned understands that the RSC and its auxiliaries do not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation.
10. **ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily.
11. **LIKENESS CONSENT.** The undersigned authorizes the RSC to use his or her image, photograph, video, and/or likeness in publications, news releases, promotional materials, online, and in other communications including on the Company's website without payment or any other consideration.

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian and/or am accepting full responsibility for signing this release form on behalf of the below named minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give my consent to the participation in the activity of the minor.

PARTICIPANT NAME (PRINT): _____

PARENT/GUARDIAN NAME (PRINT): _____

SIGNATURE: _____

DATE: _____

EMERGENCY CONTACT INFORMATION:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____