

**STARS HAVEN INC GYM USAGE
RELEASE OF LIABILITY & INDEMNITY AGREEMENT
& CONSENT FOR MEDICAL TREATMENT
PLEASE READ CAREFULLY BEFORE SIGNING**

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

"ADULT" means the undersigned ADULT, being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent(s) or legal guardian(s), being at least 18 years old, signing on behalf of the minor CHILD PARTICIPANT named below so that the CHILD will be permitted to engage in the ACTIVITY. "CHILD" means the minor CHILD PARTICIPANT named below. ADULT and CHILD, shall collectively be referred to hereinafter as "PARTICIPANT" "PARTICIPANT" agrees and understands that playing volleyball, or any other sport, or gym related activities in the Stars Haven Inc. Gym and use of rental equipment or weight equipment and/or any other uses of the area, facilities, activities, or equipment, (each hereinafter an "ACTIVITY" of the Stars Haven Inc. Gym, can be **DANGEROUS AND CAN CAUSE SERIOUS INJURIES**. (Hereinafter, Stars Haven Inc. is referred to as "Stars Haven")

"RELEASED PARTIES" means all officers, directors, agents, servant, representatives, employees, affiliates, partners, predecessors and successors, assignors and all other persons, firms, or corporations with whom any of the above have been, or are now affiliated with STARS HAVEN INC. located at 4585 Ripley Bldg. #4 El Paso, TX 79922. "STARS HAVEN Gym Custodian" means employees, volunteers, officials, agents, representatives and persons acting as the attendant and supervisor of the STARS HAVEN Gym usage, and has acting authority as supervisor in charge of the facilities, equipment, and premises of the STARS HAVEN Gym.

PARTICIPANT UNDERSTAND AND AGREES THAT HIS FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING HIS/HER USE OF THE STAR HAVEN'S PREMISES, FACILITY, AND EQUIPMENT WITHOUT REQUIRING PARTICIPANT TO SIGN AN ADDITIONAL FORM FOR WACH DAY AND/OR EACH ACTIVITY UNTIL PARTICIPANT REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTING IN WRITING, SIGNED BY STARS HAVEN'S AUTHORIZED REPRESENTATIVE.

PARTICIPANT assumes full responsibility of maintaining control at all times while participating in any ACTIVITY at the STARS HAVEN Gym. PARTICIPANT agrees that PARTICIPANT is responsible for reading, understanding, and complying with all signage, warnings, and regulations, including instructions on gym use and rental and other equipment. PARTICIPANT understands that PARTICIPANT must have the physical dexterity and knowledge to safely participate in sporting activities and must know all rules and regulations relating to the sport being played. PARTICIPANT is advised that STARS HAVEN gym equipment may be encountered at any time and should be alert for and avoid such equipment.

PARTICIPANT agrees to read and obey all posted signs and warnings and to obey those signs and warnings located at the STARS HAVEN premises. PARTICIPANT understands that entering in any "restricted" area is illegal and endangers the PARTICIPANT and others that are participating in gym activities. PARTICIPANT assumes responsibility for and agrees to inspect all equipment including volleyball, weight equipment, and all equipment, before use and ask questions of facility employeeEs if PARTICIPANT notices any problem with the equipment or does not fully understand how to use any of the equipment or facilities. PARTICIPANT accepts for us "as is" any equipment PARTICIPANT uses for an ACTIVITY and to return for replacement or repair any equipment believed by PARTICIPANT to be damaged or defective before use. ADULT accepts full responsibility for the care and use of the equipment used for an ACTIVITY, including volleyball equipment and agrees that ADULT will be responsible for the replacement at full retail value of any equipment not returned or returned in a damaged condition. PARTICIPANT understands that additional fees may be required for use of the facilities, equipment, instruction, or other services provided by STARS HAVEN.

ADULT AGREES AND UNDERSTANDS THAT CHILD WILL BE USING STARS HAVEN GYM EQUIPMENT. PARTICIPATION IN THE CHILDREN'S SPORTS ACTIVITIES AT TEH STARS HAVEN GYM SHALL NOT IN ANY WAY ELIMINATE THE INHERENT RISKS OF PARTICIPATING IN ACTIVITIES IN THE STARS HAVEN GYM. PARTICIAPTING IN GYM ACTIVITIES CAN BE DANGEROUS AND HAZARDOUS.

ADULT acknowledges on ADULT's and CHILD's behalf that falls and collisions occur and **SERIOUS INJURIES OR DEATH** can result from participation in and ACTIVITY. ADULT hereby **ASSUMES ALL RISKS** associated with the ADULT's or CHILD's participation in an ACTIVITY, known or unknown, inherent or otherwise, including but not limited to, injury and/or death to the ADULT or CHILD and **HEREBY RELEASE STARS HAVEN INC.** and any officers, directors or employees of the Gym, on ADULT's or CHILD's use of equipment and/ or participation in an ACTIVITY,

including claims based in **NEGLIGENCE OR BREECH OF WARRANTY**. ADULT AGREES on behalf of him/herself and CHILD **TO INDEMNIFY AND HOLD HARMLESS STARS HAVEN** , and any officers, directors or employees of these organizations form any and all claims including those of the ADULT or CHILD or a third party, arising in whole or in part from the ADULT's or the CHILD's participation in an **ACTIVITY** at the STARS HAVEN Gym. **IT IS FURTHER UNDERSTOOD AND AGREED THAT IN CONSIDERATION FOR THE USE OF THE GYM PREMISES AND ITS FACILITIES, ADULT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS STARS HAVEN AND ANY OFFICERS, DIRECTORS OR EMPLOYEES OF THE GYM FROM ANY AND ALL NEGLIGENCE, EVEN FOR ANY NEGLIGENCE CAUSE IN PART OR IN WHOLE BY THE CONDUCT OF STAR'S HAVEN OR ANY OF ITS OFFICERS, DIRECTORS, OR EMPLOYEES.**

ADULT warrants that PARTICIPANT is in good health and there are no special problems with the care of ADULT or CHILD and that ADULT has left no special instructions regarding ADULT or the CHILD that have been listed on a registration form for an **ACTIVITY** or provided to the **RELEASED PARTIES** in writing.

STARS HAVEN shall have the right to confiscate or revoke the privileges conferred where in the sole judgment of its representative PARTICIPANT: 1) Acts in any manner that endangers or may endanger the safety of PARTICIPANT or any other person; 2) violates the law; 3) provides any services for compensation without express authorization; 4) engages in misconduct or creates a nuisance; or 5) act in any manner that is unprofessional, unsportsmanlike, or is determined in the sole discretion of STARS HAVEN to be inappropriate behavior. Such acts may also be prosecuted to the further extent of the law. PARTICIPANT shall immediately notify inappropriate behavior. Such acts may also be prosecuted to the furthest extent of the law. PARTICIPANT shall immediately notify the STARS HAVEN Gym Custodian of any unauthorized use of the STARS HAVEN Premises, engagement of other PARTICIPANTS, or in any misconduct that violates the law, creates risk or hazard to other PARTICIPANTS, or is in any way considered inappropriate conduct.

ADULT authorizes the **RELEASED PARTIES** and/or their authorized personnel to call for medical care, treatment, and/or procedures (collectively called "**CARE**"), for PARTICIPANT or to transport PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. ADULT agrees that upon PARTICIPANT'S transport to a facility or hospital that the **RELEASED PARTIES** shall not have any further responsibility for PARTICIPANT. ADULT also consents to the **CARE** given by any emergency care giver or under the instructions and directions of a licensed physician. It is understood that every effort will be made to notify ADULT at the earliest possible time in the event such **CARE** in undertaken for a CHILD. ADULT knowingly and voluntarily consents in advance to such **CARE** to encourage the physicians and STARS HAVEN to exercise their best judgment in undertaking such **CARE**. Further, ADULT agrees on behalf of ADULT and CHILD to pay all costs associated with such medical care and related transportation provided for PARTICIPANT and to indemnify and and hold harmless the **RELEASED PARTIES** from any costs incurred therein.

In consideration for participating in an **ACTIVITY**, ADULT agrees for him/herself and CHILD that all claims for injury to person or property and/or death arising from the ADULT's and/or CHILD's participation in an **ACTIVITY** shall be **BE GOVERNED BY TEXAS LAW AND EXLCUSIVE JURISDICTION AND VENUE** shall be in El Paso County, TX.

This release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable , the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of CHILD and that CHILD shall be bound by all the terms of this Release. The Undersigned understands and agrees that if this Release is not signed on behalf of CHILD, the CHILD would not be permitted to participate in the **ACTIVITY**. This release shall be binding upon PARTICIPANT's assignees, distributors, heirs, next of kin, executors, and personal representatives.

PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Print name of PARTICIPANT

Birth Date

Print Name of Parent/Legal Guardian if
PARTICIPANT is a Minor

Date

Signature of PARTICIPANT if OVER 18