



**Evergreen Sports Center (“ESC”)  
Member, Visitor and Liability Release Agreement**

<b>Participant First Name</b>	<b>Participant Last Name</b>	<b>Date of Birth</b>	
<b>Address</b>			
<b>City</b>	<b>State</b>	<b>Zip</b>	
<b>Phone</b>	<b>Email</b>		
<b>Emergency Contact Name</b>	<b>Emergency Phone</b>		

In consideration of the use of the promises, equipment, facilities, and services of the Evergreen Sports Center, LLC (hereinafter “ESC”) and Evergreen Gymnastics & Tennis, Inc (hereinafter “EG&T”) located at 2572 U.S. Route 302, Lisbon, NH 03585, I, an adult visitor (18 years of age or older) or the parent or legally appointed guardian (“Parent”) of a visitor who is a minor, understand, acknowledge and agree as follows:

**Activities:** I understand that the activities offered by EG&T and ESC include the following: gymnastics; cheerleading; acrobatics; exercise; group fitness classes including the use of exercise equipment; tennis; swimming; classes; programs; teams; competitions; otherwise moving about the ESC & EG&T premises and its outdoor perimeter. While orientation and instruction may be provided for some activities, and certain classes and programs are attended by staff, visitors should not assume that they are being supervising or observed in their Activities.

**Risks:** I understand that the Activities require moderate to heavy physical exertion and represent that neither I, nor the minor visitor (if applicable), has any mental or physical condition that might create risks to myself (or to the minor child), or to others. I understand that gymnastics, swimming, tennis, exercise and other Activities engaged in at ESC and EG&T are dangerous and that visitors will be exposed to risks including, among others, the following:

- 1) Slips, falls or collisions while travelling to and from and/or using the facilities, pools, gymnastics area, tennis courts, fitness rooms, landing areas, entrances and exits, and any other facilities or equipment;
- 2) Misuse of equipment and facilities;
- 3) Failure of equipment, including but not limited to worn or defective safety equipment;
- 4) My, or the minor’s child, physical strength, coordination, sense of balance or ability to give or follow directions when participating in Activities.
- 5) Bad decision making by me or the minor child, including, if I am an adult visitor or Parent, while assisting the minor visitor in Activities;
- 6) The acts or omissions of other visitors and persons, including staff, which might include inadequate or faulty instructions;
- 7) Illness or injury caused by plants, animals, insects, food, weather, or other matters that I or the minor might be exposed to while participating in Activities (“Risks”).

**These Risks and others are inherent to the Activities and the ESC and EG&T premises and cannot be eliminated.**



Assumption of Risks: I understand that the Risks described above, and others, inherent or not, may result in all manner of personal injury, including, but not limited to, trauma, including broken bones, sprains, abrasions, serious injury and even death. I acknowledge and assume all such Risks, inherent and otherwise, whether or not described above. I will carefully read and comply with the guidelines and warnings and instructional signage of ESC and EG&T. If the visitor is a minor, I, the parent, have discussed the guidelines, warnings, Activities and Risks with the child who understands them and wishes to participate nevertheless.

**LIABILITY RELEASE AND INDEMNIFICATION: I, FOR MYSELF, OR ON BEHALF OF A MINOR VISITOR, AS A CONDITION OF BEING ALLOWED TO ENGAGE IN OR OBSERVE ACTIVITIES AT THE ESC AND EG&T FACILITIES, AGREE TO RELEASE, COVENANT NOT TO SUE, HOLD HARMLESS, DEFEND, AND INDEMNIFY EVERGREEN SPORTS CENTER, LLC, EVERGREEN GYMNASTICS & TENNIS, INC, ITS OWNERS, DIRECTORS, OFFICERS, VOLUNTEERS, AND EMPLOYEES (THE "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATING IN ANY WAY TO MY, OR THE MINOR'S VISIT TO ESC AND EG&T AND PARTICIPATION IN ANY ESC AND EG&T ACTIVITIES. THE INTENT OF THIS AGREEMENT IS TO SPECIFICALLY RELEASE THE RELEASED PARTIES FROM ALL LIABILITY, INCLUDING ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE RELEASED PARTIES' NEGLIGENCE.**

**Other:** I hereby give permission and consent to the taking and publication of photographs, videotapes, and other images of me or the minor visitor without compensation.

The terms of this agreement and any disputes between a Released Party and a visitor or Parent, related to this agreement or otherwise, will be governed by the laws of the state of New Hampshire. Any suit or mediation of the dispute will take place solely in Grafton County, New Hampshire. I consent to the jurisdiction of such courts, for myself or on behalf of the minor visitor. This agreement is intended to be binding, to the fullest extent of the law, on all persons signing below, the minor child, if any, and their respective successors, heirs, executors, administrators and family members. It may not be altered. If any part of this court is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect.

This agreement will govern visits to the premises of ESC and EG&T and participation in Activities related to ESC and EG&T on the date on which it is signed and thereafter until it is withdrawn by written notice to ESC and EG&T or replaced.

**I have read, understand and agree to the terms and conditions herein, on behalf of myself or said minor (if applicable).**  
**WARNING:** A person who falsifies his or her signature below or misrepresents the capacity (for example, as being at least 18 years old or as being the parent) in which they sign will be considered a FORGER and in addition to the other civil and criminal penalties will be deemed to have agreed to indemnify the Released Parties from and against any claim of loss asserted by or on behalf of a person whose visit to ESC and EG&T was facilitated by that forgery.

*If 18 or older:*

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*If signing on behalf of a minor:*

A Parent or Legal Guardian must sign below for minor \_\_\_\_\_ and agree that they and the minor are subject to all the terms of this document as set forth above.

Parent / Guardian Name:(Print) \_\_\_\_\_

Parent Phone #: \_\_\_\_\_

Parent / Guardian Signature:(Sign) \_\_\_\_\_ Date: \_\_\_\_\_