

MEMBERSHIP AGREEMENT AND LIABILITY RELEASE FORM

First Name _____ Last Name _____
Mailing Address _____ City _____ Zip _____
Home/Cell Phone _____ Email _____ Birthday _____
Emergency Contact _____ Relationship _____ Phone _____

Liability Release Recurring Payment Authorization and Cancellation

I hereby acknowledge and agree the use of the premises of **ACADEMY KENTRON USA, INC.**, a California corporation (herein after referred to as "ACADEMY USA") at 1219 Los Angeles Street, Glendale, CA 91204, including, but not limited to, all the activities, sports, exercises that I may participate therein, have inherent dangers, hazards, and risks.

1. **Assumption of The Risks and Release:** I recognize that there are certain inherent risks with the above described activities and I assume full responsibly for personal injury to myself, and further release and discharge ACADEMY USA for injury, loss or damage arising out of my use of or presence upon the facilities of ACADEMY USA, whether caused by the fault of myself, ACADEMY USA or other third parties.

A. **Use of Premises and Services.** I understand that use of ACADEMY USA's premises, facilities, equipment, services, activities or products ("Use of Premises and Services") includes, but is not limited to, basketball, volleyball, indoor soccer, weight training, sports performance training, other sports and exercises.

B. **Injuries.** I understand that such injuries or damages may include but are not limited to, major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages ("Injuries") to me, other member(s) or guest(s), including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress, embarrassment, humiliation, or shock (7) lost wages or lost earning capacity; (8) lost, stolen, shred or damaged property or information; and (9) any other disability, impairment, incapacity, injury or damage.

C. **I UNDERSTAND THAT RISKS AND INJURIES IN THE USE OF PREMISES AND SERVICES (COLLECTIVELY "RISKS OF INJURY") MAY BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ACADEMY USA, ME, OTHER MEMBER(S), GUEST(S) AND/OR OTHER PERSONS. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.**

2. **Agreement to Follow Direction:** I agree to follow any instructions and directions given by ACADEMY USA, or the employees, representatives or agents of ACADEMY USA.

3. **WAIVER OF LIABILITY.** ON BEHALF OF MYSELF AND MY SPOUSE/PARTNER, CHILDREN/MINOR MEMBERS, OTHER MEMBERS, GUESTS, PARENTS, GUARDIANS, HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS, I HEREBY VOLUNTARILY AND FOREVER RELEASE AND DISCHARGE ACADEMY USA FROM, COVENANT AND AGREE NOT TO SUE ACADEMY USA FOR, AND WAIVE, ANY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DEBTS, DAMAGES, LOSSES, COSTS, FEES, EXPENSES OR ANY OTHER ALLEGED LIABILITIES OR OBLIGATIONS OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN (COLLECTIVELY "CLAIMS") FOR ANY INJURIES TO ME, MINOR MEMBER(S), OTHER MEMBER(S), OR GUEST(S) IN THE USE OF PREMISES AND SERVICES WHICH ARISE OUT OF, RESULT FROM, OR ARE CAUSED BY ANY NEGLIGENCE OF ACADEMY USA, ME, ANY MINOR MEMBER(S), ANY OTHER MEMBER(S), ANY GUESTS, AND/OR ANY OTHER PERSON.

4. **Indemnification:** I agree to indemnify, defend and hold ACADEMY USA harmless against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of or presence upon the facilities of ACADEMY USA.

5. **Fees:** I agree to pay for all damages to the facility of ACADEMY USA caused by any negligent, reckless, or willful actions by me, my spouse, my guests, or my children.

6. **Applicable Law:** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

7. **No Duress:** I agree and acknowledge that I am under no pressure or duress to sign this Liability Release Form and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Liability Release Form if I so desire. I further agree and acknowledge that ACADEMY USA has offered to refund any fees I have paid to use its facilities if I choose not to sign this Form.

8. **Enforceability:** The invalidity or unenforceability of any provision of this Liability Release Form, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of an other provision of this form or any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this form.

9. **Surveillance Cameras:** ACADEMY USA uses surveillance cameras in public areas of the facility for its own internal purposes.

10. **Recurring Payment Authorization:** I authorize regularly scheduled charges to my credit card. I understand that I will be charged each billing period. The charges will appear on my credit card statement.

11. **Cancellations:** All credit card payment cancellations require a fifteen (15) days prior email notice to [\(insert email address\)](#). There is no penalty for timely cancellations.

I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights.

Signature _____ Date _____