



4000 Enterprise Drive, Sheboygan, WI 53083

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to access and use the gym and gym equipment (the "Activity" or "Activities") at Creekside Performance Center, LLC and / or Creekside Chiropractic and Rehabilitation, LTD (the "Company" or "Companies"). As lawful consideration for the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES MAY NOT BE SUPERVISED BY A PHYSICIAN AND MAY INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.

I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE THAT IS CAUSED BY THE NEGLIGENCE OF THE COMPANY.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS BASED IN NEGLIGENCE AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY "RELEASEES"), ON ACCOUNT OF INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITIES. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Sheboygan County, Wisconsin and I hereby consent to the exclusive jurisdiction of such courts.

I grant Creekside Performance Center permission to use any photographs taken to use for any legal use including but not limited to: publicity, copyright purposes, illustration, advertising, and web content.

Furthermore I understand that no royalty fee or other compensation shall become payable to me by reason of such use.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO BARGAIN WITH RESPECT TO MY RIGHTS UNDER THIS CONTRACT. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR NEGLIGENCE.

Signed:

Printed Name:

Address:

Phone Number: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Phone Number: _____

Date: _____

Witnessed:

Printed Name of Witness:

Date: _____