



THE ALASKA CLUB

**WAIVER AND RELEASE OF CLAIMS
AND
INDEMNIFICATION AGREEMENT**

Waiver and Release of Claims:

As the parent/legal guardian of _____, I expressly agree that the use of The Alaska Club's Studio Rush format provided by The Alaska Club, shall be undertaken by my above-named child at his/her sole risk. In consideration for my child's participation in this event, on behalf of my child, I release and discharge The Alaska Club, its owners, officers, employees, agents, assigns and successors from all claims, demands, causes of actions, lawsuits and liability for any death, injury or damages of any nature whatsoever incurred while using The Alaska Club's facilities or equipment, or while participating in any activity sponsored by The Alaska Club or while utilizing any transportation provided by The Alaska Club, including without limitation, those injuries, deaths or damages resulting from acts of active or passive negligence on the part of The Alaska Club, its officers, agents or employees. Further, in consideration for my child's participation in this event, on behalf of my child, I release and discharge The Alaska Club from any claim for personal property damaged, lost or stolen in or about The Alaska Club, or in lockers, or for loss or damages to any property including but not limited to automobiles and the contents thereof while on The Alaska Club's premises.

Indemnification Agreement:

In consideration for The Alaska Club's agreement to allow my child to participate in the Studio Rush programming, I agree to defend, indemnify and hold harmless The Alaska Club, its employees, agents, officers and directors from any and all claims arising out of the use of The Alaska Club's facilities by my child, including, but not limited to, claims for personal injury, property damage and death, including those claims based on the negligence of The Alaska Club, its owners, employees, agents, officers or directors. This agreement includes my agreement to pay all costs and attorneys' fees incurred by The Alaska Club to defend itself against any such claim, as well as my agreement to pay any settlement or judgment resulting from any such claim, including but not limited to compensatory and punitive damages.

Permission:

I hereby grant permission for my child to participate in Studio Rush with The Alaska Club Midtown 2012. Individual agrees to comply with all rules and regulations governing use of The Alaska Club's facilities and equipment.

Child's Name: _____

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____

Date: _____ Emergency Contact Phone No.: _____