



DK SPORTS & FITNESS

REGISTRATION WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for use of the DK Sports & Fitness facilities, including, but not limited to, participation in baseball and/or softball activities, use of the Practice Facility (including use of the waiting area), use of machinery, equipment, and apparatus in the Fitness Center, and/or participation in activities in the Fitness Center (collectively, the "Activities"), I agree for myself and (if applicable) for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules, regulations, and warnings, to only use machinery and equipment for its intended purpose, and to follow any oral instructions or directions given by DK Sports & Fitness, or the employees, representatives or agents of DK Sports & Fitness.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I acknowledge that the Activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis, permanent disability, death, and/or property damage. Risks include, but are not limited to, broken bones, torn ligaments, bruises and other bodily injuries as serious as death or permanent disability. I understand such risks cannot be eliminated despite the use of safety equipment without jeopardizing the essential qualities of the activity. I expressly accept and assume full responsibility for personal injury to myself and, if applicable, my family members, and voluntarily release and forever discharge, and agree to indemnify and hold harmless, KCML Holdings, LLC d/b/a DK Sports & Fitness from any and all claims, demands or causes of action which are in any way connected with my participation in the Activities and/or use of the facilities. This release does not apply to claims arising from intentional conduct. Should DK Sports & Fitness or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 3. FEES.** I agree to pay for all damages to the facilities of DK Sports & Fitness caused by any negligent, reckless, or willful actions by me or my family.
- 4. APPLICABLE LAW.** I understand that this release is intended to be as broad and inclusive as permitted by Kansas law. In the event that I file a lawsuit, I agree to do so in the state of Kansas and further agree that the substantive law of Kansas shall apply. I further agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged or stolen during my participation in the Activities, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that the Activities might not be made available to me or that the cost to engage in the Activities would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this document is a reasonable bargain. I have read and understand this document and I agree to be bound by its terms.

Member/Guest Signature: _____

Printed Name: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____