



THE CAMPUS

Waiver of Liability, Assumption of Risk, Indemnity Agreement and Refund Policy

WELCOME TO *THE CAMPUS, LLC*. PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND *THE CAMPUS, LLC*, REGARDING YOUR USE OF OUR FACILITY AND OUR WEBSITE.

In consideration of permission of use, today and on all future dates, the property, facilities, staff, equipment and services of *The Campus, LLC*, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge and covenant not to sue** *The Campus, LLC*, its directors, officers, employees and agents for liability **from any and all claims including the negligence** of *The Campus, LLC* resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in activities, classes, observation and use of the facilities, premises or equipment.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. *The Campus, LLC* has facilities for and provides activities such as strength and agility training, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements and others involve sustained physical activities, which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains, 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the activities made possible by *The Campus, LLC*. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to indemnify and hold *The Campus, LLC*, harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at *The Campus, LLC* and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Refund policy: *The Campus, LLC* will make every effort to reschedule a missed class/lesson within 30 days of the scheduled session. Requests for membership refunds must be submitted in writing to *The Campus, LLC* and will be reviewed.

Cancellation policy: *The Campus, LLC* has a 30-day cancellation policy. To cancel your membership, you will need to submit a written document stating your intention to *The Campus, LLC* at getinfo@loudouncampus.com. This means that you will be billed for one more month of membership after you complete the cancellation form. Your membership remains valid during this time and you have full access to *The Campus, LLC* facilities.

Photography: I, hereby grant *The Campus, LLC* to capture my image and likeness in photographs, videotapes, recordings, or any other media (collectively "Images"). I acknowledge that *The Campus, LLC* will own such Images and further grant permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to *The Campus, LLC* business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by *The Campus, LLC* prior to its use. I forever release and hold *The Campus, LLC* harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, indemnity agreement and refund policy, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature, to be a complete and unconditionally release of all liability** to the greatest extent of the law.

Parents Name

Email Address

Date

Contact Number

Child 1/Age

Child 2/Age

Child 3/Age