

NIKE SPORTS & WELLNESS CENTERS

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AGREEMENT (INDIVIDUAL VISITORS)

Please read the following carefully before signing below

I/We, the undersigned, acknowledge, understand and agree that:

- ASSUMPTION OF RISK.** The programs and other activities offered at the 'Bo Jackson' and 'Lance Armstrong' NIKE Sports & Wellness Centers (the "Centers") can be very strenuous. Prior to participating in any activities at the Centers, I am/we are strongly encouraged to consult with my/our physicians with regard to any past or present illness, injury or any other condition that may affect my/our participation and ability to perform. Each activity should be performed at an intensity that is appropriate with an individual's ability. Many activities can further damage an existing injury or cause a new injury to occur. Some of the instructors at the Centers are not acting as employees or agents of NIKE but rather as independent contractors, and they, not NIKE, are in control of the manner and methods of providing their services. Use of and participation in the programs and other activities offered at the Centers involve inherent dangers and risks of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my/our own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and equipment. Further, there may be other risks not known to me/us and not reasonably foreseeable at this time. I/We have considered the nature and extent of the risks involved. I/We voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others, and assume full responsibility for my/our use of the Centers and participation in the programs and other activities offered at the Centers. I/We consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I/we require medical care.
- RELEASE FROM LIABILITY.** I/We, for myself/ourselves and on behalf of my/our heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge NIKE, Inc., the affiliates and subsidiaries of NIKE, Inc., and their respective officers, directors, shareholders, employees, agents, representatives, contractors, successors, assigns, and insurers (**collectively, the "Released Parties"**) with respect to any and all claims or causes of action I/we may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to my/our use of the Centers or participation in the programs and other activities offered at the Centers, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.
- ARBITRATION.** In the event of any dispute between me/us and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in Portland, Oregon unless all parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

PRINT NAME

AGE
(If under 18)

SIGNATURE
(Parent or legal guardian must sign
on behalf of children under 18)

DATE

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____