

WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in certain events, including the use of the Trott Financial Center Fitness Center and various related activities, and events, at 31440 Northwestern Highway, Farmington Hills, Michigan (the “Premises”), the undersigned (or, if the participant is under the age of 18, the participant’s parent/legal guardian, on behalf of the participant) acknowledges, appreciates and agrees that:

1. **Assumption of Risk.** I expressly understand and agree that my participation presents risks, both serious and minor, including but not limited to head or other injuries, loss of sight, broken bones, brain damage, paralysis and death. I am responsible for researching and evaluating the risks I may face and I am responsible for my actions. I further recognize, understand and agree that NW13, LLC, TROTT & TROTT P.C., NDeX, DIETZ TROTT, LLC, GILLIS TROTT, LLC, JIMAX LLC, REDICO MANAGEMENT, INC., ATTORNEYS TITLE AGENCY LLC, WETZEL TROTT, WELLS FARGO ADVISORS, LLC, BRIGHT HORIZONS FAMILY SOLUTIONS, any affiliated companies, their owners, officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, other owners/lessors/lessess of the Premises used to conduct the event (the “Releasees”) assume no responsibility for any liability, damage or injury that may be caused by my negligence or willful acts committed prior to, during or after participation, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant, or caused by any other person.

2. **Indemnification and Hold Harmless.** I specifically understand that I am personally responsible, and I agree to indemnify, defend and hold harmless the Releasees from any action, claim, or demand that I or my heirs or legal representatives have or may have for any and all personal injuries I may suffer or sustain on the Premises, caused by any act or omission by me resulting from direct or indirect participation on the Premises.

3. **Release of Claims.** In consideration of being allowed to participate in activities at the Premises, I, my heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the Releasees from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the Releasees. I further release and discharge the Releasees from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly

or indirectly from my participation in activities on the Premises. I acknowledge and agree that the Releasees assume no responsibility for any liability, damage, or injury that may be caused by my negligent or intentional acts or omissions committed prior to, during, or after participation on the Premises, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in activities on the Premises, or caused by any other person.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date: _____

Signature: _____

Printed Name: _____

Signature of Parent or Legal Guardian (if Participant under 18):

Printed Name: _____