

## **HOLD HARMLESS AND WAIVER OF LIABILITY AGREEMENT**

*(With Prohibited Activities and Conduct Clause)*

**This Hold Harmless and Waiver of Liability Agreement ("Agreement")** is entered into as of the date signed below by the undersigned individual ("Participant"), or, if the Participant is under 18 years of age, by their parent or legal guardian, in favor of:

**Hyderi Foundation of North America and its affiliates, including Ahlebaith Association of Michigan and Zainabia Center**, a non-profit religious and educational organization, located at 2230 Crumb Rd, Commerce Township, MI 48390 in the State of Michigan ("Center").

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### **1. Purpose**

The Center operates a Multipurpose facility which includes a gymnasium (the "Gym") located at 2230 Crumb Rd, Commerce Township, MI 48390, Building B, which is available for recreational, athletic, educational, and community use in line with the Non-Profit's mission & purpose, and in compliance with laws and regulations as a Non-Profit 501(c)(3) organization.

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### **2. Assumption of Risk**

The undersigned acknowledges that participation in any and all activities at the Gym, including but not limited to sports, fitness training, group events, and open gym time, carries inherent risks of injury, illness (including but not limited to COVID-19), or death.

**The undersigned voluntarily assumes all such risks**, whether known or unknown, and accepts full responsibility for any injury or damages resulting from such participation.

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### **3. Waiver and Release**

In consideration of being allowed to enter and use the Gym and its facilities, the undersigned does hereby voluntarily release, waive, and discharge the Center, its officers, directors,



employees, agents, volunteers, and affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by the Participant while using the Gym, whether caused by the ordinary negligence of the Center or otherwise.

This waiver does **not** apply to any claims resulting from the **gross negligence, recklessness, or intentional misconduct** of the Center or its agents, and nothing in this Agreement shall be construed to waive rights that cannot legally be waived under Michigan law.

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#### 4. Hold Harmless and Indemnification

The undersigned agrees to **indemnify and hold harmless** the Center from any loss, liability, damage, or costs, including court costs and attorney's fees, that may be incurred due to the Participant's use of the Gym or participation in its activities, whether caused by negligence of the Center or otherwise.

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#### 5. Health and Conduct

The undersigned affirms that the Participant:

- Is physically fit and capable of safely participating in activities.
- Will abide by all posted rules and directions provided by Center staff or volunteers.
- Will act respectfully toward all other participants and property.

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#### 6. Prohibited Activities and Conduct

To ensure the safety and sanctity of the Gym and the broader mission of the Center, the following **activities and conduct are strictly prohibited**:

1. **Islamically forbidden behavior, as defined in the Center's published Code of Conduct and interpreted in accordance with the mainstream Jafari school of Islamic**



**jurisprudence. Determinations shall be made at the sole discretion of the Center's resident scholar(s), consistent with Islamic principles and applicable Michigan law.**

- 2. Profanity, vulgar language, or offensive gestures**
- 3. Physical or verbal altercations, bullying, or harassment of any kind**
- 4. Horseplay or dangerous behavior, including climbing on equipment not designed for such use**
- 5. Use or possession of drugs, alcohol, or tobacco products on the premises**
- 6. Inappropriate attire, including immodest clothing, or displays offensive graphics or language (modesty consistent with Islamic values); also including shoes unsuitable for gym usage at the discretion of the Center.**
- 7. Mixed-gender physical activity during gender-specific times or in designated gender-specific spaces**
- 8. Littering or vandalism of any part of the facility**
- 9. Unauthorized use of the gym when not scheduled or approved by the Center**
- 10. Food or drink (except water) on the gym floor**
- 11. Bringing weapons or dangerous objects of any kind into the facility**

Violation of any of these rules may result in immediate removal from the premises, suspension of facility usage privileges, or further disciplinary or legal action as necessary.

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## 7. Minors

If signing on behalf of a minor (under age 18), the undersigned affirms that they are the parent or legal guardian and consent to the minor's participation under the terms of this Agreement.

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## 8. Dispute Resolution:

Any dispute arising out of or relating to this contract shall first be resolved through good faith negotiation between the parties. If the dispute is not resolved within [30] days of written notice of a dispute, the parties agree to submit the matter to mediation administered by the Islamic Law Institute (“ILI”). If mediation fails, the dispute shall be submitted to **binding arbitration** by ILI and in accordance with the ILI’s rules and procedures. The decision of the arbitrator shall be **final and binding** on both parties. **Arbitration shall comply with applicable state and federal laws.**

## 9. Severability and Governing Law

If any part of this Agreement is held to be invalid, the remainder shall continue in full force and effect.

By signing below, I voluntarily assume all risks associated gym usage, and I release and hold harmless The Center, staff, volunteers, board members, and affiliates from any and all liability, claims, demands, and causes of action arising from or related to injuries, accidents, or other incidents that may occur during gym usage in compliance with the laws of the state of Michigan.

**Participant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**If Participant is under 18:**

**Parent/Guardian Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_