

# South Bay Tennis Center

## Guest Waiver

Valid until 12/31/2014

**Please print clearly!**

Must be completely filled out.

Camp Dates: \_\_\_\_\_

Parent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (Work) \_\_\_\_\_ (Home) \_\_\_\_\_

Optional\* Mobile\*: \_\_\_\_\_

Email\* : \_\_\_\_\_ @ \_\_\_\_\_

What brought you in today? Club Member: \_\_\_\_\_ Member's Name: \_\_\_\_\_

Are you interested in joining? Yes: \_\_\_\_\_ No: \_\_\_\_\_

All Guest under age 18 must be listed below:

Camper's Name: \_\_\_\_\_ Relationship to Signatory: \_\_\_\_\_

Camper's Name: \_\_\_\_\_ Relationship to Signatory: \_\_\_\_\_

Camper's Name: \_\_\_\_\_ Relationship to Signatory: \_\_\_\_\_

Camper's Name: \_\_\_\_\_ Relationship to Signatory: \_\_\_\_\_

Camper's Name: \_\_\_\_\_ Relationship to Signatory: \_\_\_\_\_

**NOTICE TO BUYER.** This Guest Membership contains a **WAIVER AND RELEASE** on the reverse side of this document to which you will be bound. **DO NOT SIGN THIS GUEST MEMBERSHIP DOCUMENT BEFORE YOU HAVE READ IT.**

Initials: \_\_\_\_\_

**ASSUMPTION OF RISK AND LIABILITY WAIVER AND RELEASE:**

I, on my own behalf, on behalf of all those who are listed as Guests under this Agreement, including my minor children and, my/their personal representatives, assigns, successors, heirs, and next of kin (hereinafter collectively referred to as "the Releasers") acknowledge and agree that the use of the facilities, services, equipment, or premises of South Bay Tennis Center (SBTC) by the Releasers involves risk of injury to persons and property. The Releasers assume full responsibility for such risks for myself/themselves. In consideration of being permitted to enter and use SBTC's facilities for any purpose, including, but not limited to, observation, services, equipment, training, or participation in any way, the Releasers agree to the following: the Releasers do hereby release and hold harmless SBTC, its directors, officers, shareholders, parents, subsidiaries, employees, independent contractors, and agents from all liability to the Releasers, for any loss or damage. The Releasers waive, any claim or demands therefore based on, or on account of, any physical or mental injury or death to any of the Releasers and property damages, including theft, sustained by any Releasers, whether caused by the active or passive negligence of SBTC or otherwise. This release of liability includes, but is not limited to claims based on the following: SBTC's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities; SBTC's negligent instruction or supervision, including personal training, or inadequate security or staffing while any of the Releasers is in, upon, or about SBTC's premises; the Releasers' use of SBTC's facilities, services, or equipment; and/or slipping or tripping anywhere in or about SBTC. Such facilities include, but are not limited to: exercise and children's equipment, locker rooms, sidewalks, parking lots, stairs, tennis/racquet courts, or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Releasers or others in supervised or unsupervised activities at SBTC, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others, arising from exercising or any recreational use of any of SBTC's facilities or while participating in any of SBTC's programs, and accidental injuries occurring anywhere in or about SBTC, including its dressing rooms, showers and other facilities. The Releasers also agree to indemnify SBTC from any loss, liability, damage or cost that SBTC may incur due to the presence of any of the Releasers in, upon, or about SBTC's premises or in any way observing or using any of the SBTC facilities, services or equipment, whether caused by the Releasers' negligence or otherwise. The Releasers expressly agree that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing release and waiver is held invalid, then it is agreed that the remainder of this release and waiver of liability and indemnity agreement shall continue in full force and effect.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this waiver and release, I, and all the Releasers are giving up any rights I/they may have to bring a legal action or assert a claim against SBTC for its negligence, or for any defective product on its premises. I represent that I have the actual authority to, and do hereby enter into this agreement on my behalf and as an authorized agent or parent or legal guardian for all of the Releasers. I have read and voluntarily signed this waiver and release and I further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made to me or any of the Releasers. I and the Releasers also further agree to be bound by SBTC's Rules and Regulations.

**DATE:** \_\_\_\_\_ **PARENT SIGNATURE:** \_\_\_\_\_

**ALL GUESTS UNDER THE AGE OF 18 MUST HAVE A GUEST WAIVER SIGNED BY A PARENT OR LEGAL GUARDIAN.**