

Office Use Only

entered \_\_\_\_\_  
initials

mem called \_\_\_\_\_  
initials

## GUEST WAIVER



**Valid Until 12/31/2019**

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Time: \_\_\_\_\_ AM / PM

**PLEASE PRINT CLEARLY.**

**Information must be completely filled out & back  
must be dated and signed.**

Guest's (or Parent's) name: \_\_\_\_\_

Are you a current Member of the Club? Yes \_\_\_\_ / No \_\_\_\_

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

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

Phone (home): \_\_\_\_\_ / (work or cell): \_\_\_\_\_

E-mail address: \_\_\_\_\_ YES, E-mail me club info. \_\_\_\_\_

**What brought you in today?**

Club Member \_\_\_\_ --> Member Name: \_\_\_\_\_

Club Event \_\_\_\_ --> Name of Event \_\_\_\_\_

Trial/Guest Pass \_\_\_\_ Hotel Guest \_\_\_\_ Advertisement \_\_\_\_ Other \_\_\_\_\_

Are you interested in joining? You Bet! \_\_\_\_ / No, thank you \_\_\_\_ / Maybe \_\_\_\_

Are you under 14? Yes \_\_\_\_ / No \_\_\_\_

Are you under 18? Yes \_\_\_\_ / No \_\_\_\_

*All guests under age 18 must be listed below:*

Minor's name: \_\_\_\_\_ Relationship to Signatory: \_\_\_\_\_

Minor's name: \_\_\_\_\_ Relationship to Signatory: \_\_\_\_\_

Minor's name: \_\_\_\_\_ Relationship to Signatory: \_\_\_\_\_

**NOTICE: This form contains a WAIVER AND RELEASE on the reverse side  
to which you will be bound.**

**DO NOT SIGN THIS FORM BEFORE YOU HAVE READ IT.**

**Initial(s)**

**Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement:**

I, the Guest, on my own behalf, and behalf of all others who are listed as Guests under this Agreement, including my unborn and/or minor children, and my and their personal representatives, assigns, successors, heirs, and next of kin, (hereinafter collectively referred to as the "Guests"), acknowledge and agree that the use of the facilities, services, equipment or premises of Avila Bay Athletic Club & Spa (the "Club") by any of the Guests involves risk of injury to persons and property, and the Guests assume full responsibility for such risks for myself/themselves. The Guests agree and acknowledge that I/they have entered into the Agreement for use of the Club's facilities, services, equipment, or premises primarily for recreational purposes and not to use any specific piece of equipment or training methodology. In consideration of being permitted to enter the Club's facilities for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Guests agree to the following: the Guests are authorized to, and do hereby forever release and hold the Club, its and their directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents harmless from all liability to all the Guests, and any of my/their personal representatives, assigns, heirs and next of kin for any loss or damage sustained by any of the Guests. The Guests hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Guests and property damages sustained by any of the Guests, whether caused by the active or passive negligence of the Club or otherwise, while any of the Guests is in, upon, or about the Club's premises, or while using the Club's facilities, services, or equipment or while participating in any Club activity at any location. The Guests know, understand and appreciate that use of the Club's facilities and services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid any injuries or damages. The Guests hereby assert that their participation is voluntary and that they knowingly and expressly assume all such risks.

This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release"), includes, but is not limited to, claims based on the following: the Club's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, including personal training, or inadequate security or staffing, the Guests' use of the Club's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Club or any location in which the Club operates, including, but not limited to public facilities. Such facilities include, but are not limited to: exercise equipment, exercise rooms, locker rooms, sidewalks, parking lots, stairs, pool, whirlpool, spa, sauna, steam room, tennis/racquet/squash courts, or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Guests, or others in supervised or unsupervised activities at the Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Club's facilities, or otherwise, or while participating in any of Club's programs, classes, or activities, and accidental injuries occurring anywhere in or about the Club, including its dressing rooms, showers and other facilities.

The Guests also agree to indemnify and hold the Club harmless from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Guests in, upon, or about the Club's premises or in any way observing or using any of the Club's facilities, services or equipment, whether caused by a Guest's negligence or otherwise. The Guests further expressly agree that the Release 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 is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

On behalf of the Guests, I acknowledge that I have carefully read this 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 Release, I, and all of the Guests are giving up any rights I or any and all of the Guests may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product on its premises.

I represent that I have the actual authority to, and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Guests. I have read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

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

**Witness (Staff) Signature:** \_\_\_\_\_

**Printed Witness (Staff) Name:** \_\_\_\_\_

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