

guest visit waiver

name:

date:

address:

email:

city, state, zip:

phone:

are you currently a member of a health club? Y N
if yes, what health club do you belong to? _____

WAIVER OF LIABILITY: I agree to the Assumption of Risk, Release, and Waiver of Liability, Indemnity and Arbitration Agreement and Publicity Release that is printed on the back of this form.

are you currently meeting your fitness goals? Y N

signature: _____

if joining the JCC, will your membership include family members? Y N

date: _____

what are your fitness goals/interests? (circle all that apply)
weight loss strength yoga/pilates
group classes aquatics massage rehab social

Notes (for JCC staff use only):

how did you hear about the JCC? (circle all that apply)
friends mailings radio internet search Yelp
Facebook community event other: _____

Assumption of Risk, Release and Waiver of Liability; Indemnity and Arbitration

On behalf of myself and my minor children and guests if any (collectively, the "User"), I acknowledge that, prior to engaging in any activity in or about the Addison-Penzak Jewish Community Center (JCC) or sponsored by JCC, the User has been advised to consult with and receive the approval of a physician.

User knows, understands, and appreciates the risks of entry upon and/or use of JCC property, fitness facilities and/or equipment, including but not limited to loss of or damage to personal property, serious or catastrophic personal injuries and/or death.

User confirms that he/she is voluntarily participating in JCC's activities, and/or entering upon and/or using JCC's property, facilities and/or equipment, and User hereby assumes all risk that he/she may suffer personal, bodily or mental injury and/or death, economic loss and/or damage as a result of his/her entry upon and/or use of JCC's property, facilities and/or equipment and/or participation in JCC activities. User acknowledges and agrees that he/she is solely responsible for his/her safe and responsible entry upon and/or use of JCC property, facilities and equipment, whether or not supervised by a JCC representative.

In consideration for being permitted to enter upon and/or use the JCC's property, facilities and/or equipment and/or participate in JCC activities, on behalf of him/herself and his/her spouse, unborn children, heirs, representatives, guardians, distributees, successors and assigns (the "User Parties"), User Parties hereby release and discharge the JCC, the Jewish Federation of Silicon Valley, each of their contractors and all of the trustees, members, officers, employees, agents and assigns of the foregoing, including their affiliated organizations (the "JCC Parties") from any and all claims, causes of action or liability for any damages to and/or loss of property, injuries and/or death User may suffer in or about, resulting from User's participation in JCC activities, entry upon and/or use of JCC's property, facilities and/or equipment, whether or not the same arises out of or results from any act, omission and/or conduct of any of the JCC Parties, negligent or otherwise.

In addition, User agrees to hold harmless, indemnify and defend the JCC Parties from all claims, demands, causes of action or liability for any loss, damage, and/or injury to persons or property arising from or relating to User's entry upon and/or use of JCC's property, facilities, and/or equipment and/or participation in JCC activities, including without limitation attorney's and expert's fees, expenses, costs and all consequential damages, whether or not resulting from any act, omission or conduct of any of the JCC Parties.

USER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND IS AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT USER IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING HIS/HER RIGHT TO SUE. USER IS SIGNING THIS AGREEMENT OF HIS/HER OWN FREE WILL AND INTENDS FOR HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PR Disclosure: I give unconditional permission to the JCC to photograph or film me and/or my children, and to use the photographs or videos to publicize the JCC and its programs and activities in publications, advertisements, web sites or news articles pertaining to the JCC without compensation of any kind.