



OJAI VALLEY
ATHLETIC CLUB

GUEST WAIVER

VALID UNTIL 12/31/2014

Please print clearly!
Must be completely filled out.

Date: _____

Time: _____

Guest's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (work) _____ (home) _____

(Optional) email address _____

What brought you in today? Club Member _____ Member's Name _____

Trial/Guest Pass _____ Advertisement _____ Club Event _____

Are you interested in joining? Yes _____ No _____

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 TO BUYER. This Guest Card contains a WAIVER AND RELEASE on the reverse side of this card to which you will be bound. DO NOT SIGN THIS GUEST CARD 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 Releasors") acknowledge and agree that the use of the facilities, services, equipment, or premises of Ojai Valley Athletic Club (the "Club") by the Releasors involves risk of injury to persons and property. The Releasors assume full responsibility for such risks for myself/themselves. In consideration of being permitted to enter and use the Club's facilities for any purpose, including, but not limited to, observation, services, equipment, training, or participation in any way, the Releasors agree to the following: the Releasors do hereby release and hold harmless the Club, its directors, officers, shareholders, parents, subsidiaries, employees, independent contractors, and agents from all liability to the Releasors, for any loss or damage. The Releasors waive, any claim or demands therefore based on, or on account of, any physical or mental injury or death to any of the Releasors and property damages, including theft, sustained by any Releasors, whether caused by the active or passive negligence of the Club or otherwise. This release of liability 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; the Club's negligent instruction or supervision, including personal training, or inadequate security or staffing while any of the Releasors is in, upon, or about the Club's premises; the Releasors' use of the Club's facilities, services, or equipment; and/or slipping or tripping anywhere in or about the Club. Such facilities include, but are not limited to: exercise equipment, locker rooms, sidewalks, parking lots, stairs, pool, whirlpool, spa, sauna, steam room, 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 Releasors 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 torn muscles and ligaments, among others, arising from exercising or any recreational use of any of the Club's facilities or while participating in any of the Club's programs, and accidental injuries occurring anywhere in or about the Club, including its dressing rooms, showers and other facilities. The Releasors also agree to indemnify the Club from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Releasors 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 the Releasors' negligence or otherwise. The Releasors 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 Releasors are giving up any rights I/they may have to bring a legal action or assert a claim against the Club 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 Releasors. 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 Releasors. I and the Releasors also further agree to be bound by the Club's Rules and Regulations.

DATE _____ **SIGNATURE** _____

WITNESS SIGNATURE _____

PRINTED WITNESS 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.

VERSION 1/1/2014