

## GUEST REGISTER

# Give UsaTry

NAME:

ADDRESS:

CITY:

STATE:

ZIP:

DAYTIME PHONE:

EVENING PHONE:

POSITION:

COMPANY:

E-MAIL:

MOBILE PHONE:

### WAIVER AND RELEASE

**My Physical Fitness.** I represent to Midtown Athletic Club ("the Club") and Tennis Corporation of America and their owners, shareholders, officers, directors, employees, agents or affiliates (collectively, the "Club Affiliates"), that I am physically fit to perform those activities which I may undertake at the Club and that I am solely responsible for all health risks associated with such activities. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Club shall not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Club. I further acknowledge that I have received a Physical Activity Readiness Questionnaire (PAR-Q).

**Assumption of Risk.** I acknowledge that my attendance at or use of the Club or participation in any of the Club's activities or programs could cause injury to me. In consideration of my attendance at or use of the Club and/or my participation in any of the Club's activities or programs, I hereby assume all risks of personal injury, accidental slip and fall injuries, illness, death, property damage, property loss or theft (whether from a locker or automobile or otherwise) or other damages which may result from or arise out of my:

- attendance at or use of the Club, including but not limited to use of the Club's equipment (fitness or otherwise), sauna, steam room, spa, swimming pools, whirlpool, Kids Club, dining facilities, locker rooms or parking lot; and
- participation in any of the Club's programs or activities, including but not limited to racquet sports, racquet tournaments, group exercise, Pilates, yoga, massage, sports training, weight lifting, aquatic programs, team and individual sports, exercise, Kids Club, adventure sports, special events and programming or health and fitness advisory services.

I understand that the foregoing waiver of liability on my behalf shall apply to any and all claims against the Club and the Club Affiliates for any such personal injuries, property loss or other damages connected to or arising out of any of the aforesaid risks, within the club or outside of the club.

**Release, Indemnify and Defend.** I hereby, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever release and discharge the Club and the Club Affiliates, and each of them, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated (collectively, "Claims"), resulting from or arising out of my attendance at or use of the Club or my participation in any of the Club's activities or programs, including those which arise out of the negligence of the Club and/or the Club Affiliates. I agree to defend, indemnify and hold harmless the Club and the Club Affiliates from and against any Claims arising from or related to my own acts or omissions in connection with my attendance at or use of the Club or participation in any of the Club's activities or programs.

**Payment for Damages.** I agree to pay for any and all damages to the Club caused by me negligently, willfully or otherwise.

DATE:

EVENT:

### HOW DID YOU HEAR ABOUT US?

<input type="radio"/>	INVITED BY A MEMBER	<input type="radio"/>	COMMUNITY EVENT
<input type="radio"/>	INVITED BY AN EMPLOYEE	<input type="radio"/>	EMAIL
<input type="radio"/>	MAILED INVITATION	<input type="radio"/>	ARTICLE
<input type="radio"/>	PRINT ADVERTISEMENT	<input type="radio"/>	WEBSITE
<input type="radio"/>	DIRECT MAIL	<input type="radio"/>	YELLOW PAGES
<input type="radio"/>	BILLBOARD	<input type="radio"/>	WORD OF MOUTH
<input type="radio"/>	SPIRIT MAGAZINE		

GUEST OF:

ARE YOU A FORMER MEMBER?

YES  NO

HAVE YOU BEEN A GUEST BEFORE?

YES  NO

ARE YOU CURRENTLY A MEMBER OF ANOTHER CLUB?

YES  NO

IF SO, WHICH CLUB?

**Consent for Emergency Treatment.** I consent to medical treatment for emergencies that occur during my attendance at or use of the Club or my participation in any of the Club's programs or activities where I am unable to consent to such treatment. I understand the provisions of this Waiver and Release apply to any treatment that might be provided to me under this Section 5, including but not limited to Sections 2, 3 and 6.

**Medical Advice.** I understand that the Club strongly recommends that I be examined by my physician prior to engaging in activities at the Club. I acknowledge that the Club and the Club Affiliates, including their employees, even if certified as a Personal Trainer, group exercise instructor, Nutritionist, etc, are not licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

**Insurance.** I understand that I am solely responsible for any medical, health or personal injury costs relating to my attendance at or use of the Club or participation in any of the Club's activities or programs.

**Image.** I grant the Club the right to take photographic or moving picture records ("Images") of me at the Club and agree that the Club may use such Images for promotional and/or commercial purposes, as well as approve such use by third parties with whom the Club may engage in joint marketing, without remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by the Club.

**Governing Law.** This Waiver and Release shall be governed in all respects by the laws of the State in which the Club is located, without regard to the conflicts of law principles thereof.

**Severability.** If any term or provision of this Waiver and Release shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Waiver and Release or the application of such provision to any other party or circumstances shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a waiver and release of liability for myself and any minor child(ren) listed. I represent that I am the parent or legal guardian of the minor child(ren), if any, listed. I give my consent to the minor child(ren)'s activities at the Club.

Name (please print): \_\_\_\_\_

Minor Child(ren) (please print): \_\_\_\_\_

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

## MIDTOWN ATHLETIC CLUB®

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midtown.com