



## INTRODUCTION

Voluntary participation in The Club at Westport (TCAW) facility requires all users to read and sign the “TCAW Assumption of Risk, Waiver, and Release from Liability” form acknowledging that they will assume all risks involved in participation of the use of facilities. The use of this waiver helps protect the financial integrity of TCAW.

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### THE CLUB AT WESTPORT ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY

*In consideration of the use of The Club at Westport property, facilities and programs for the current year and all future years in which I/We are member/s, and our guest/s, the undersigned agree as follows:*

1. **RISK FACTORS:** The unsigned understands and acknowledges that the use of equipment, facilities and services provided by the TCAW programs involve risks, by way of example, but not limited to, getting hit by a tennis ball, getting hit by a tennis racquet, collision with other participants, and fixed or moving objects, muscle strains, cramps, fainting, heartbeat irregularities, heart attack, stroke, drowning, the dangers of slipping on concrete, the dangers of using a slide, the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions, or from the activity itself, from the acts of other, or from the unavailability of emergency or emergency medical care. **RISK OF PROPERTY DAMAGE, BODILY INJURY, PHYSICAL OR MENTAL TRAUMA AND POSSIBLE DEATH.**
2. **ASSUMPTION OF RISK:** The undersigned **ASSUMES ALL RISK THAT ARISE OUT OF THE USE OF EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in section 1 above.
3. **ACKNOWLEDGE OF POLICIES AND PROCEDURES:** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING:** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. I am of good health and have no physical limitations which preclude my safe use of the facility. The undersigned understands that seeing a physician before physical activity and/or exercise is suggested, and he/she will take appropriate action if any medical attention is needed.
5. **FACILITY USE:** I agree it is my sole responsibility to be familiar with the facilities and TCAW policies and procedures.

6. **HOLD HARMLESS:** I understand and agree that situations may arise which beyond the immediate control of the TCAW, employees, staff and/or Owners. I therefore agree to release and shall defend, indemnify, and hold harmless TCAW, employees, staff and/or Owners, from every claim and any liability as a direct or indirect result of injury to me, my spouse and/or children.

I have read and understand this form and release agreement. I agree, for myself and my successors, that the above represents a contractually binding agreement.

**PLEASE COMPLETE THE FOLLOWING INFORMATION**

TODAY'S DATE \_\_\_\_\_ Member # \_\_\_\_\_

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

\_\_\_\_\_  
Signature of Adult Member

\_\_\_\_\_  
Signature of Adult Member

**CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN**

I am the parent or legal guardian of \_\_\_\_\_ (child & birth date)

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I am the parent or legal guardian of \_\_\_\_\_ (child & birth date)

My child/children is/are fit for participation in activities and events at TCAW, and I consent to my child/children's participation. I have read and understand that this document is legal, and binding and my signature indicates that I hereby agree to release, defend, indemnify, and hold harmless TCAW on my behalf or on behalf of my child/children regarding any claim arising from my child's/children's participation in activities or events at TCAW.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

**EMERGENCY CONTACT INFORMATION**

In the event of an injury, please provide the names and emergency contact information.

\_\_\_\_\_  
Spouse Name

\_\_\_\_\_  
Spouse Employer

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Friend / Relative Name

\_\_\_\_\_  
Cell Number

\_\_\_\_\_  
Other Contact Number

\_\_\_\_\_  
Friend / Relative Name

\_\_\_\_\_  
Cell Number

\_\_\_\_\_  
Other Contact Number