

Activity and Program Guest Registration

(Please Print)

Guest of _____

Greeted by _____

Name _____ Main Phone _____

E-mail _____

Street _____

City _____ State _____ Zip Code _____

Release of Liability, Disclosure of Risk and Physician Recommendation Agreement for Spa 23 Health & Racquet Club

1. In consideration of being allowed to participate in activities and programs of **Spa 23 Health & Racquet Club** hereinafter "**Spa 23**" and to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge **Spa 23** and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned facilities or arising out of my participation in any activities at said facility. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of **Spa 23**.
2. I understand and am aware that strength, flexibility, and aerobic exercise, include the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of **Spa 23** or use of equipment or machinery. I do hereby acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.
4. I do hereby acknowledge that any claims, actions, disputes or controversies of every kind or nature that I may allege against **Spa 23** or which I may allege have arisen as a result of my gaining membership or being allowed to participate in the activities or programs of **Spa 23**, shall be required to be submitted to binding arbitration with the "American Arbitration Association," which organization's rules shall apply and control. **Spa 23** shall not be limited to arbitration in pursuit of any claim, action, dispute or controversy against me.
5. I understand that if any provision of this agreement shall be held invalid, the remaining provisions shall remain valid and in full force and effect.
6. I hereby certify that I have read and understand the above in its entirety and agree to all of the provisions contained herein, and that I am at least 18 years of age.

Signature of Participant (or Parent/Guardian if minor)

Date