



## MINOR PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The undersigned hereby certifies that I am the legal parent/guardian of \_\_\_\_\_, a minor participant (hereinafter the "PARTICIPANT") in The Bay Clubs Company, LLC program (hereinafter the "CLUB") \_\_\_\_\_. In consideration of being permitted to enter the CLUB's premises and being granted access to the CLUB's facilities, amenities, services, and being permitted to participate in any of the activities at the CLUB, the undersigned:

1. Agrees that he/she will instruct the minor PARTICIPANT that he or she must adhere to the CLUB's Rules of Conduct including but not limited to, its Member Handbook, Membership Agreement and posted signage at all times when participating in any CLUB activity.
2. Agrees that any damages caused by the PARTICIPANT will be paid by the undersigned to the owner(s) of the damaged item(s).
3. Represents that the PARTICIPANT has medical coverage and has been released to participate in the activities conducted at the CLUB by his/her personal physician and understands that in the event of a medical emergency, the undersigned or the listed emergency contact person will be notified immediately, and if neither are available for consultation, grants permission to the CLUB to obtain medical treatment as deemed necessary in the sole discretion of the CLUB.
4. Hereby releases, waives and discharges the CLUB, including but not limited to its officers, agents, employees, managers, independent contractors, parent organizations, subsidiaries, affiliates, insurers and personnel ("Releasees") from, and agrees and covenants not to sue Releasees for, any claim, liability, or demand of any kind or on account of any personal injury, temporary or permanent disability, death, property damage, or other damages to PARTICIPANT or the undersigned, whether caused by the negligence of Releasees or otherwise, resulting from or in any way associated with the PARTICIPANT or undersigned's entry on and/or presence at the CLUB's premises or use of the CLUB's facilities, amenities, services, or participation in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not. Further, the undersigned agrees and covenants to indemnify Releasees for, and hold Releasees harmless, from any such claims, liabilities or demands.
5. HEREBY VOLUNTARILY ASSUMES ALL RISKS of personal injury, including temporary or permanent disability or death, property damage, economic losses, and/or other damages to PARTICIPANT and/or undersigned resulting from or in any way associated with the PARTICIPANT or undersigned's entry on and/or presence at the CLUB's premises or use of the CLUB's facilities, amenities, services, or participation in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not.
6. Acknowledges and agrees that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is intended to be, and is, a complete release of any responsibility of Releasees for, among other things, personal injuries and/or temporary or permanent disability or death and/or property loss/damage sustained by the PARTICIPANT or undersigned while on and/or at the CLUB's premises or while using the CLUB's facilities, amenities, services or while participating in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not; and undersigned further acknowledges and agrees that it is specifically intended to and does include release, waiver, assumption of risk and indemnity as to premises liability claims such as (by example, not limitation) slip & falls and/or trip & falls at the CLUB.
7. Understands that this waiver and release is intended to be as broad and inclusive as permitted by the laws of this state and that if any portion of this waiver and release is held invalid, the balance shall continue in full legal force and effect.

The undersigned confirms that he/she has read and understands this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and acknowledges and agrees to its terms, and signs it freely and voluntarily.

\_\_\_\_\_  
Signature of Participant if over 12

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant's Parent or Guardian

\_\_\_\_\_  
Date

Parent/Guardian Name \_\_\_\_\_

Email Address \_\_\_\_\_

Are you a member? Yes No

Home Number \_\_\_\_\_

Work Number \_\_\_\_\_

Emergency Contact \_\_\_\_\_

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

Participant's Name \_\_\_\_\_

Age \_\_\_\_\_

Allergies, or any other health conditions, if any \_\_\_\_\_