

PARENTAL CONSENT & WAIVER

INFORMED CONSENT WAIVER

This agreement must be completed by the parent or legal guardian of all participants under the age of 18, who desires to use the facilities of the club at Quincy Swim & Gym including, but not limited to the swimming pool, classes or programs or equipment of the club and such use may only occur if authorized by a parent or legal guardian. This form must be completed and no exceptions will be made.

FULL NAME OF PARENT OR GUARDIAN: _____

NAME OF MINOR CHILD: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME TELEPHONE: _____ OTHER PHONE: _____

RULES

I UNDERSTAND THAT ANY FAILURE ON THE PART OF ME OR MY MINOR CHILD TO ABIDE BY THE CLUB AND POOL RULES AND REGULATIONS MAY RESULT IN THE REVOCATION OF CLUB PRIVILEGES.

INITIALS _____

Text

I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO MAKE MY MINOR CHILD AWARE OF THE RULES AND REGULATIONS OF THE CLUB, INCLUDING POOL RULES, AS POSTED THROUGHOUT THE CLUB AND/OR CONTAINED IN THIS PARENTAL CONSENT AGREEMENT OR THE MEMBERSHIP AGREEMENT.

INITIALS _____

I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR THE ACTIONS OF MY MINOR CHILD AND ASSUME ALL RISKS OF ILLNESS, INJURY, AND LOSS TO THE CHILD AND/OR THE CHILD'S PERSONAL PROPERTY INCLUDING THEFT OF SUCH PROPERTY.

INITIALS _____

ACKNOWLEDGEMENT OF RISK, RELEASE, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

NOTICE: This is a legally binding document. If not understood, legal advice should be sought.

AGREEMENT OF RELEASE

The undersigned user's parent or legal guardian hereby acknowledges and agrees the use of the facility owned and operated by JJ McCreary LLC, doing business as Quincy Swim & Gym (hereafter "the Gym") including without limitations to its facility including but not limited to the swimming pool, classes or programs, or equipment of the club has inherent risks user's parent or legal guardian fully recognizes and appreciates the possible danger with participating in using the club and its equipment, classes, programs or pool. User's parent or legal guardian further represents and warrants to "the Gym" that User's parent or legal guardian has full knowledge of the nature and extent of all risks associated with using the club for fitness related activities. User's parent or legal guardian also warrants they have consulted their health care professional before engaging in any form of exercise to determine whether it is safe for the User. User's parent or legal guardian also warrants User will cease any and all activities they engage at the facility if they begin to experience, but not limited to shortness of breath, dizziness, pains or lightness in the chest, arms or legs.

INITIALS _____

TURN OVER AND COMPLETE OTHER SIDE

RELEASE

In consideration of User being permitted to use the Facilities of "the Gym", User's parent or legal guardian expressly agrees that all use of the Facilities shall be undertaken at User's sole risk and that "the Gym" and its Employees or Independent Instructors shall not be liable for any claims, demands, injuries, damages, actions or cause of actions whatsoever to User, User's heirs, next of kin, personal representatives, and assigns or User's property arising out of or connected with the use of the facilities, equipment, pool, classes or programs, or the premises where same are located and User's parent or legal guardian hereby expressly forever release and discharge "the Gym" and the Employees and Independent Contractors from all such claims, demands, injuries, damages, actions or causes of actions and from all acts of active or passive negligence on the part of "the Gym", its Employees or Independent Contractors.

INITIALS _____

In consideration of user being permitted to use the facilities, equipment, pool, classes or programs, User's parent or legal guardian further agrees to INDEMNIFY AND HOLD HARMLESS "the Gym", its Employees, and Independent Instructors (including without limitation the reasonable attorney's fees incurred by "the Gym", its Employees and Independent Instructors and any increase in liability insurance premiums incurred by "the Gym" as a result of any claim made of loss suffered by User), such indemnity to be of and from any nature whatever arising out of or in any way relating to User's use of the Facility, equipment, pool, classes or programs regardless of whether User followed club rules, safety policies or received training from "the Gym", its Employees or Independent Instructors.

INITIALS _____

User's parent or legal guardian hereby represents and warrants to "the Gym" that User's parent or legal guardian has full knowledge of the nature and extent of the User's risk inherent in the use of the Facilities, equipment, pool, classes or programs and is voluntarily assuming all such risks. User's parent or legal guardian understands the User's parent or legal guardian will be solely responsible for any loss or damage including death, User sustains while using the Facilities, equipment, pool, classes or programs and by the Waiver and Release User's parent or legal guardian is relieving "the Gym" and its Employees and Independent Instructors from any and all liability for such loss, damage or death.

INITIALS _____

User's parent or legal guardian represents and warrants to "the Gym" that they the parent or legal guardian are of lawful age (18 years old or older) and otherwise legally competent to sign this Waiver and Release. User's parent or legal guardian understand that the terms of this Waiver and Release are legally binding and User's parent or legal guardian certifies that the parent or legal guardian are signing this Waiver and Release of their free will, having carefully read and understood the terms.

INITIALS _____

User's parent or legal guardian understands that "the Gym" is permitting User to use the Facilities, equipment, pool, classes or programs in reliance upon the binding effect of this Waiver and Release and upon User's parent or legal guardian representation and warranties contained in this Waiver and Release.

INITIALS _____

This Waiver and Release is a Pennsylvania contract and the User's parent or legal guardian consents to the jurisdiction and venue for any action relating to this Waiver and Release as being in Philadelphia County, PA regardless of the User's parent or legal guardian's residence of domicile.

INITIALS _____

SIGNATURE: _____

DATE: _____

ATTACH TO MEMBERSHIP AGREEMENT