

# Game. Set. Match! Summer Camp

## The Fitness Center At South Shore Harbour

CHILD'S NAME

AGE

PARENT'S NAME

CELL PHONE #

EMAIL

OTHER EMERGENCY CONTACT

Name

Phone #

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Allergic / Medical Condition

Session (Please circle) 1 2 3 4 5 6

Member Charge      Credit Card

Please circle Mini Session OR Full Session

Check (make payable to TFC)

### INFORMED CONSENT AND ASSUMPTION OF THE RISK:

By signing this Agreement, I admit that I am considering voluntarily participating in fitness programs sponsored by THE FITNESS CENTER AT SOUTH SHORE HARBOUR, which may include, but not necessarily be limited to, Boot Camp, TFCX, Extreme Cycling, and other exercise programs which may involve strenuous effort. I am FULLY aware that the fitness programs/classes which THE FITNESS CENTER AT SOUTH SHORE HARBOUR offers and in which I, the undersigned, desire to participate in are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I, the undersigned, recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to, the following:

Injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in programs/classes offered by THE FITNESS CENTER AT SOUTH SHORE HARBOUR. I also accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program.

I hereby certify that either (i) I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by, offered by, or endorsed by THE FITNESS CENTER AT SOUTH SHORE HARBOUR or (ii) if, to my knowledge, any medical conditions exist as of the date of this agreement or subsequent to the same, I assume and understand any increased physical risk resulting from said condition for any activity at THE FITNESS CENTER AT SOUTH SHORE HARBOUR.

THE FITNESS CENTER AT SOUTH SHORE HARBOUR informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. THE FITNESS CENTER AT SOUTH SHORE HARBOUR informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my FULL understanding of the above information, I agree to assume any and all risk associated with my participation in THE FITNESS CENTER AT SOUTH SHORE HARBOUR fitness programs/classes.

Signature:



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## RELEASE AND INDEMNIFICATION:

**I UNDERSTAND THAT I WILL WAIVE IMPORTANT RIGHTS IF I ACCEPT THESE TERMS. I HAVE READ THE TERMS OF THIS RELEASE CAREFULLY BEFORE SIGNIFYING MY ACCEPTANCE.**

In full consideration of the above-mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by THE FITNESS CENTER AT SOUTH SHORE HARBOUR, and with my full understanding of all of the above, I hereby **WAIVE, RELEASE, REMISE, DISCHARGE, DEFEND AND INDEMNIFY THE FITNESS CENTER AT SOUTH SHORE HARBOUR, 1859-Historic Hotels, Ltd., American National Insurance Company and their respective agents, owners, officers, directors, principals, employees, property managers and volunteers ("Released Parties")** of any and all liability, claims, demands, action or rights of action, or damages of any kind related to, arising from, or in any way connected with my participation in THE FITNESS CENTER AT SOUTH SHORE HARBOUR fitness programs, classes or activities, whether individually or in an organized group, including any liability, claims, demands, action or rights of action, or damages allegedly attributed to the negligence of the Released Parties.

**IT IS MY INTENTION TO RELEASE AND EXEMPT THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE STRICT LIABILITY OR NEGLIGENCE, INCLUDING THE JOINT OR CONCURRENT NEGLIGENCE OF THE RELEASED PARTIES, ANY MEDICAL PROVIDER OR ANY OTHER THIRD PARTY.**

Should any of the Released Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to INDEMNIFY AND HOLD HARMLESS the Released Parties from liability for the injury or death of any person(s), including myself, and damage to property that may result from my negligence or intentional act or omission while participating in activities offered by or at THE FITNESS CENTER AT SOUTH SHORE HARBOUR.

## SIGNATURES:

I have CAREFULLY read this Agreement, I FULLY understand this Agreement and am FULLY and COMPLETELY aware of the potential dangers incidental to attending and/or participating in the any and all, whether group or individual, activities provided by THE FITNESS CENTER AT SOUTH SHORE HARBOUR, and am FULLY aware that by signing this Agreement I am WAIVING valuable legal rights. **I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL AND THAT I HAVE SIGNED THIS RELEASE AS MY OWN FREE ACT.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fitness Center Staff Signature

\_\_\_\_\_  
Date

## FOR PARENTS / GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

\*If the Participant is a minor or has an appointed guardian, a parent or the legal guardian must sign this Release, Indemnification, Consent and Assumption of Risk. By signing this document, the parent or legal guardian (i) personally represents and warrants to THE FITNESS CENTER AT SOUTH SHORE HARBOUR that he/she is a parent or duly appointed legal guardian of the Participant for which he/she is signing; and (ii) in the capacity of a parent or legal guardian, executed the Release, Indemnification, Consent and Assumption of Risk on behalf of that Participant.

\_\_\_\_\_  
Print Name of Parent or Legal Guardian

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

\_\_\_\_\_  
Date