

EDGEWOOD BATH & TENNIS CLUB

WAIVER OF LIABILITY PERMISSION FORM

This Agreement waives the liability of **EDGEWOOD BATH & TENNIS. LLC**, hereinafter referred to as EBTC for any use of the services, facilities, swimming pool and/or programs of EBTC. **A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian.**

PLEASE READ CAREFULLY AND SIGN BELOW

1. I, the applicant signing below wish either for myself or my child (if applicable) _____(printed name) to utilize the services, facilities, swimming pool, and/or fitness programs offered by EBTC.

2. I hereby agree that the use of the services, facilities, swimming pool, and/or programs is at my child's (if applicable) and my own risk. As a condition of my and my child's (if applicable) use of such services, facilities, swimming pool and/or fitness programs. I, on behalf of myself, my heirs and assigns and my child (if applicable) expressly agree to forever discharge, waive and release EBTC, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from any acts of negligence on the part of EBTC, its owners, management, staff, servants, agents, employees and/or independent contractors that I or my child (if applicable) may have or acquire against EBTC, its owners, management, staff, servants, agents, employees and/or independent contractors on account of bodily injury, mental injury and/or property damage from, any mishap, accident, loss, damage or injury suffered by my child (if applicable) or myself or others resulting from, connected with or caused by the use of EBTC's services, fitness programs, swimming pool and /or facilities whether located on or off the EBTC premises, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such services, programs, swimming pool or facilities. I further agree to defend, indemnify and hold harmless EBTC, its owners, management, staff, servants, agents, employees and/or independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or caused by my or my child's (if applicable) use of EBTC's services, fitness programs, swimming pool and facilities, whether located on or off the EBTC premises.

3. Children under the age of _____ are not permitted in the exercise room.

4. I declare and affirm that I and my child (if applicable) am (or are) in good medical and physical condition and that the use of the EBTC services, facilities, swimming pool and/or fitness programs does not pose any danger to my or my child's (if applicable) health.

5. I agree that I and my child (if applicable) will abide by all the rules and regulations of the Club, which may be posted at the Club, or issued orally and/or published in the Member's Handbook, if any. These rules may be amended at

the Club's discretion. I agree that I and my child (if applicable) will not engage in behavior injurious to the enjoyment of the club by other Members or Guests. I understand and agree that my and my child's (if applicable) use of EBTC may be immediately terminated if my (or their) behavior is not in accordance with the above.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and my child (if applicable) by signing the Agreement.

Applicant

Address

Applicant Signature Date

Child's Printed Name

Address

Parent or Guardian Signature Date

Day Time Telephone #: _____

Evening Telephone #: _____

Emergency Contact Person _____

Telephone # _____