



NAME _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CELL PHONE _____ EMAIL ADDRESS _____

EMERGENCY CONTACT _____ RELATIONSHIP _____

EMERGENCY CONTACT PHONE NUMBER _____

WAIVER AND RELEASE FORM

BECAUSE PHYSICAL EXERCISE IS STRENUOUS AND CAN SUBJECT YOU TO THE RISK OF SERIOUS INJURY OR DEATH, THE CHATHAM CLUB (THE "CLUB") URGES YOU TO OBTAIN A PHYSICAL EXAMINATION FROM A DOCTOR BEFORE USING ANY EXERCISE EQUIPMENT OR PARTICIPATING IN ANY EXERCISE ACTIVITY. YOU AGREE THAT IF YOU ENGAGE IN ANY PHYSICAL EXERCISE OR ACTIVITY OR USE ANY CLUB EQUIPMENT OR AMENITY, WHETHER ON OR OFF CLUB PROPERTY, INCLUDING ANY CLUB SPONSORED EVENT, YOU DO SO ENTIRELY AT YOUR OWN RISK. ANY RECOMMENDATION FOR CHANGES IN YOUR DIET, INCLUDING THE USE OF ANY FOOD SUPPLEMENT, WEIGHT REDUCTION AND/OR BODY BUILDING ENHANCEMENT PRODUCT, ARE ENTIRELY YOUR RESPONSIBILITY AND YOU SHOULD CONSULT A DOCTOR PRIOR TO UNDERTAKING SUCH CHANGE. YOU AGREE THAT YOU ARE VOLUNTARILY PARTICIPATING IN CLUB ACTIVITIES AND VOLUNTARILY USING CLUB EQUIPMENT AND FACILITIES AND THAT YOU ASSUME ALL RISKS OF INJURY, ILLNESS OR DEATH. ADDITIONALLY, THE CLUB IS NOT RESPONSIBLE FOR ANY LOSS TO YOUR PERSONAL PROPERTY.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, DEATH AND ALL INJURIES WHICH YOU MAY INCUR AS A RESULT OF, (A) YOUR USE OF CLUB AMENITIES AND EQUIPMENT AND YOUR PARTICIPATION IN ANY CLUB ACTIVITY, CLASS, PROGRAM, PERSONAL TRAINING OR INSTRUCTION, (B) THE SUDDEN AND UNFORESEEN MALFUNCTIONING OF ANY CLUB EQUIPMENT, (C) CLUB INSTRUCTION, TRAINING, SUPERVISION OR DIETARY RECOMMENDATIONS, (D) YOUR SLIPPING AND/OR FALLING WHILE IN THE CLUB OR ON CLUB PROPERTY, INCLUDING ADJACENT SIDEWALKS AND PARKING AREAS, AND (E) ANY DAMAGES TO YOUR VEHICLE WHILE ON CLUB PROPERTY.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" FORM AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE CLUB AND ITS OWNERS, AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION YOU MAY HAVE AND YOU AGREE TO VOLUNTARILY GIVE UP AND WAIVE ANY RIGHT THAT YOU MIGHT OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE CLUB FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE.

TO THE EXTENT THAT STATUTORY OR CASE LAW DOES NOT PROHIBIT WAIVERS AND RELEASES FOR NEGLIGENCE, THIS WAIVER AND RELEASE IS ALSO FOR NEGLIGENCE ON THE PART OF THE CLUB AND ITS OWNERS, AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

IF ANY PORTION OF THIS WAIVER AND RELEASE IS DETERMINED TO BE INVALID BY A COURT OF COMPETENT JURISDICTION, THEN THE REMAINDER OF THIS WAIVER AND RELEASE SHALL REMAIN IN FULL FORCE AND EFFECT AND THE OFFENDING PROVISION OR PROVISIONS SHALL BE SEVERED.

BY SIGNING THIS WAIVER AND RELEASE, I ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND THAT THIS WAIVER AND RELEASE CANNOT BE MODIFIED ORALLY.

WAIVER AND RELEASE OF LIABILITY AS DESCRIBED ABOVE

Signature (parent or guardian if under 18 years old)

Date