



The Hills Swim and Tennis Club
**Non-Member Registration, Policies, and Procedures
Agreement Form**

REGISTRATION (*one per form*)

Activity: _____

Participant **First Name:** _____ **Last Name:** _____

Participant D.O.B.: _____ / _____ / _____

Contact email address: _____ Contact name: _____

Contact Phone number: _____

POLICIES AND PROCEDURES

Non-members may enter the facility without the direct presence of a member only if they are currently enrolled in a club program or activity. Non-members may arrive 20 minutes before the program starts and must leave no later than 20 minutes after the program ends. Non-members are not allowed to use any of the facilities of the club other than what is a part of their program. Non-members may use the locker room facilities and are able to purchase from the cafe. Non-members must **Check-IN at the front desk**. Non-members enrolled in a program at The Hills are allowed to have family members/guardians watch them during their activity free of charge, but are not allowed to use the facilities. They also must have followed the proper guest procedures/waivers with the front desk annually. Non-members may have restricted use dates in certain programs.

Participants must have on file a valid and current credit card (please submit a credit card agreement form with your registration packet). Non-members may be required to submit an identification card for entry. The card will be returned upon proper exit of the facility.

CLUB POLICIES

All club policies are located on our website, at the front desk, or posted at the facility. As a non-member guest of the facility, I understand that I will abide by the club policies and if necessary also enforce the club rules with my child that is enrolled in the current activity and follow all posted rules and procedures.

Participant Signature or Parent/Legal Guardian Signature

Date

- Complete activity registration may include additional forms or online booking.
- Completion of the following participation waiver and emergency medical form is required.

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OFFICE USE ONLY (*employee initials*)

Guest Waiver(s) on file _____ Input into computer system: _____

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Participant Name: [Redacted]

Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement

I, the undersigned Parent(s), Legal Guardian(s), or Participant, on my own behalf, and behalf of all others who are listed as Participants under this Agreement, including my unborn and/or minor children, and my and their personal representatives, assigns, successors, heirs, and next of kin, (hereinafter collectively referred to as the "Participants"), acknowledge and agree that the use of the facilities, services, equipment or premises of [The Hills Swim and Tennis Club] (the "Club") by any of the Participants involves risk of injury to persons and property, and the Participants assume full responsibility for such risks for myself/themselves. The Participants agree and acknowledge that I/they have entered into the Agreement for use of the Club's facilities, services, equipment, or premises primarily for recreational purposes and not to use any specific piece of equipment or training or exercise methodology. In consideration of being permitted to enter the Club's facilities for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Participants agree to the following: the Participants are authorized to, and do hereby release and hold the Club, its and their shareholders, directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents harmless from all liability to all the Participants, and any of my/their personal representatives, assigns, heirs and next of kin for any loss or damage sustained by any of the Participants. The Participants hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Participants and property damages sustained by any of the Participants, whether caused by the active or passive negligence of the Club or otherwise, while any of the Participants is in, upon, or about the Club's premises, or while using the Club's facilities, services, or equipment or while participating in any Club activity at any location.

This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release"), includes, but is not limited to, claims based on the following: the Club's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, including personal training, or inadequate security or staffing, the Participants' use of the Club's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Club or any location in which the Club operates, including, but not limited to public facilities. Such facilities include, but are not limited to: exercise equipment, exercise rooms, weight rooms, locker rooms, sidewalks, parking lots, stairs, pool, whirlpool, spa, sauna, steam room, tennis/racquet/squash courts, or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Participants, or others in supervised or unsupervised activities at the Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Club's facilities, or otherwise, or while participating in any of Club's programs, classes, or activities, and accidental injuries occurring anywhere in or about the Club, including its dressing rooms, showers and other facilities.

The Participants also agree to indemnify and hold the Club harmless from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Participants in, upon, or about the Club's premises or in any way observing or using any of the Club's facilities, services or equipment, whether caused by a Guest's negligence or otherwise. The Participants further expressly agree that the Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

On behalf of the Participants, I acknowledge that I have carefully read this Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this Release, I, and all of the Participants are giving up any rights I or any and all of the Participants may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product on its premises.

I represent that I have the actual authority to, and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Participants. I have read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

Medical Authorization and Consent to Treat (for parent or legal guardian only)

Pursuant to California Family Code §§ 6550 and 6910, I, [Redacted], a parent or legal guardian having legal custody of [Redacted], a minor child, hereby authorize [The Hills Swim and Tennis Club] to consent to any x-ray examination, anesthetic, medical, or surgical diagnosis or treatment and hospital care to be rendered to the minor under the general or special supervision, and on the advice of a physician and surgeon licensed under the provisions of the Medical Practice Act, or to consent to any x-ray examination, anesthetic, dental, or surgical diagnosis or treatment and hospital care to be rendered to the minor by a dentist licensed under the provisions of the Dental Practice Act. I agree to pay any and all costs for the foregoing. I have no knowledge of any physical or mental impairment that would affect the Participant's ability to participate in this activity.

Acknowledgement Regarding Child Day Care Licensure

I acknowledge that The Hills Swim and Tennis Club is not a licensed child day care facility.

[Redacted]
Participant **Signature** or Parent/Legal Guardian Signature

[Redacted]
Date

[Redacted]
Print Name of Participant or Parent/Legal Guardian