



THE HILLS

SWIM & TENNIS CLUB

Hills Pre-Ballet Registration Fall 2018

Registering for:

Pre-ballet (Thu 3:30-4:15pm)

Name: _____

Parent Name: _____ Membership#: _____ Nonmember? _____

Address: _____

Phone#: (____) _____ Email: _____

Credit card #: _____ Exp date: ____/____ Verification code: _____

Paying amount (payment is due on the date of the first class):

Full semester Member child \$224 () 14 sessions

Full semester Nonmember child \$238 () 14 sessions

One time drop-in for new students \$20: () 1 session

Charge Hills Account () Membership# _____ or Check () Paying online using Mindbody ()

Fall Semester: Thursday, September 6 – Thursday, December 13.

Therese TC Brewitz

Ballet Instructor/Pilates Director

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The Hills Swim and Tennis Club

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Mae Chesney

Ballet Instructor/Pilates Instructor

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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 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.

_____/_____/_____
Participant Name: _____ D.O.B _____
Signature of Parent or Legal Guardian Date Printed Name of Parent or Legal Guardian

Medical Authorization and Consent to Treat

Pursuant to California *Family Code* §§ 6550 and 6910, I, _____, a parent or legal guardian having legal custody of _____, 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.

The Hills Swim and Tennis Club **Non-Member Policy**

Non-members may enter the facility without direct presence of a member only if they are currently enrolled in a Hills program or activity. Non-members may arrive 20 min. before the program starts and must leave 20 min. 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. Non-members must **Sign-IN at the front desk** on the “Non-member Program” daily sign-in sheet. You must indicate a **time IN** upon signing in and **time OUT**. Non-members who fail to check in and out may be subject to termination of club use. Non-members enrolled in a program at The Hills are allowed to have family members/guardian 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 and sign in and out on the non-member sign in sheet.

FACILITY RULES

1. All children under the age of 14 must be supervised by an adult or babysitter 18 years of age or older.
This is a State Law.
2. No smoking.
3. No gum chewing.
4. No glassware allowed through the lobby doors.
5. No climbing on trees, tables, chairs, hillsides, buildings and planted beds and no rock throwing.
6. Members/Guests must obey all posted signs.
7. Members/Guests must stay clear of restricted areas.
8. Guests must sign an appropriate waiver at front desk annually.

SWIMMING AND HOT TUB RULES

1. All swimmers must shower, using the Club’s shower facilities, before entering the pool or spa.
2. The three sections of the pool closest to the diving area are reserved for lap swimming only.
3. Babies/toddlers must wear leak proof plastic or rubber panties and or swim diapers when using the pools.
4. Swimmers and hot-tub users must wear proper swimming attire (swimsuits, no cut-off shorts).
5. **Splash Pad:** full rules are available at the front desk. No running or climbing. Supervision is required.
6. **Adult Hot Tub:** You must be at least 18 years of age or older to use the adult spa near the locker room.
7. **Family Hot Tub:** This tub is for adults and children. It has a total capacity of nine (9) persons, regardless of size. A parent or adult (age 18 or up) **MUST** be physically present **within reaching distance** at all times with children **under 14** years old. (This is a liability issue, so please help us continue this privilege by ensuring supervision). All persons must enter by the ladder and steps (no exceptions). **NO ONE IS TO JUMP IN OR SPLASH OTHERS.** (This area is for quiet conversation and reflection. No horse play or toys).
9. When a Lifeguard is on duty: the lifeguard reserves the right to deem any activity unsafe within different situations. If a lifeguard is not on duty, the front desk/office staff is the enforcer.

RESTROOMS AND SAUNAS

1. No food or drink allowed.
2. Children under the age of 16 may not use the sauna at any time.
3. Towels, clothing, newspapers, or any other flammable articles **MAY NOT** be left unattended in the saunas.
4. Boys who are 5 years or older are not allowed in the women’s locker room. Girls who are 5 years or older are not allowed in the men’s locker room.

Additional pool rules are posted near the pool deck and available at the front desk.

As a Non-member guest of the facility, I understand that I will enforce the club rules with my child that is enrolled in the current activity and follow all posted rules and procedures.

Participant Name: _____ Age: _____ Activity: _____

Guardians Name: _____ Relation: _____