

WAIVER & RELEASE OF LIABILITY

EXERCISE, EQUIPMENT AND CLASSES

Auburn Racquet & Fitness Club, its officers, owners, agents and employees (collectively referred to as “the Club”) urge you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class or program. This includes, but is not limited to, participation in any self-guided exercise or fitness regimen as well as any class organized or conducted by the Club or one of its employees or agents.

All workouts, classes, use of weights, use of machinery (whether during a class or otherwise), and use of equipment and apparatus designed for exercising shall be at the member’s sole risk. The member understands that the decision to use exercise equipment, or selection of exercise programs, methods and types of equipment, shall be solely the member’s responsibility, and the Club shall not be liable to member for any claims, demands, damages or causes of actions due to injury to member’s person or property arising out of or in connection with the use by member of the services, facilities and/or premises of the Club regardless of whether the injury or damages were caused by the negligence of the Club, its employees or its agents. This waiver and release specifically applies to claims of negligent instruction and/or supervision that may arise as a result of injuries sustained during classes or personal training programs.

The member also expressly acknowledges that by signing below he or she is relinquishing all rights he or she may have to sue the Club for injuries arising out of the use of the Club facilities or its services. This release is intended to be interpreted as broadly as allowed under California law.

Signature: _____ Date: _____ Member # _____

GENERAL USE OF CLUB FACILITIES

It is expressly agreed that the use of all Club facilities (including but not limited to tennis courts, swimming pools, outdoor areas, parking lots, locker rooms, etc.), without limitation and whether engaging in exercise activities or not, shall be undertaken by a member at his/her sole risk. The Club shall not be liable for any injuries, illnesses, virus exposures or other damages to any member, or the property of any member, or be subject to any claim, demand, damages or causes of action arising out of the use of, the presence upon, or in any manner occurring on, the Club’s premises regardless of whether it was caused by the negligence of the Club, its employees or its agents. It is agreed that this waiver and release agreement applies to any and all incidents occurring on Auburn Racquet & Fitness Club premises, including slip or trip and fall incidents and illness or virus transmission, regardless of the cause or whether it was preventable.

The member expressly acknowledges that by signing below he or she is relinquishing all rights he or she may have to sue the Club for injuries arising out of the use of the Club facilities or its services. This release is intended to be interpreted as broadly as allowed under California law.

Signature: _____ Date: _____ Member # _____