

AQUATICS AGREEMENT

Member Non-member

Exp. date: ____ / ____ / ____

Parent/Guardian name (last, first, middle): _____

Home address: _____

City, state, zip: _____

Email address: _____ Phone number: _____

Emergency contact: _____ Phone number: _____

Name and number of persons authorized to pick up child in case of emergency:

Name (Last, First): _____ Phone number: _____

Name (Last, First): _____ Phone number: _____

Child's name (last, first, middle): _____

Child's birth date: _____

Medical condition/allergy: _____

How can we make your child more comfortable, relaxed, and confident while visiting? _____

Special instructions: _____

Session: _____ Amount paid: _____

Child's name (last, first, middle): _____

Child's birth date: _____

Medical condition/allergy: _____

How can we make your child more comfortable, relaxed, and confident while visiting? _____

Special instructions: _____

Session: _____ Amount paid: _____

RELEASE & WAIVER OF LIABILITY ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

In consideration of being permitted to enter upon, participate in and use the facilities, equipment, services and activities of or offered by Active Acquisition Partners, LLC, Active Wellness, LLC and St. Joseph Health (dba Synergy Health Club Petaluma) and its agents, owners, directors, officers, employees, partners, independent contractors, volunteers, and all other persons acting in any capacity on their behalf (collectively, the Synergy Petaluma Parties"), I, on behalf of myself, my guests, children, heirs, executors, administrators, successors and assigns, hereby:

1. Acknowledge, understand and appreciate that my entry upon and/or use of the facilities, equipment, services and activities of or offered by the Synergy Petaluma Parties entails significant risks, both known and unknown, including, without limitation, the possibility of physical or emotional injury, paralysis, death, other serious or catastrophic personal injuries, and loss or damage to personal property.
2. Expressly agree and promise to accept and assume all of the risks, both known or unknown, that may arise as a result of my entry upon, participation in and use of the facilities, equipment, services and activities of or offered by the Synergy Petaluma Parties, whether such risks are caused or alleged to be caused by the negligent acts or omissions of any Synergy Petaluma Parties. I hereby confirm that I am voluntarily entering upon, participating in and using the facilities, equipment, services and activities of or offered by the Synergy Petaluma Parties, and that I am electing to take such voluntary actions in spite of the risks. I acknowledge and agree that I am solely responsible for my safety and responsible entry upon, participation in, and use of the facilities, equipment, services and activities of or offered by the Synergy Petaluma Parties, whether or not supervised by an Synergy Petaluma Party.
3. Expressly and voluntarily release and forever discharge each of the Synergy Petaluma Parties from any and all claims, demands, causes of action or liability for any loss, damages, injuries or death that I may suffer as a result of my entry upon, participation in or use of the facilities, equipment, services or activities of or offered by the Synergy Petaluma Parties, whether the same arises out of or results from any act, omission or conduct of one or more of the Synergy Petaluma Parties, negligent or otherwise.
4. Expressly agree to hold harmless, indemnify and defend each of the Synergy Petaluma Parties (with attorneys of each Synergy Petaluma Party's choice) from any and all claims, demands, causes of action, or liability for any loss, damages, injuries or death suffered by any other person in connection with my entry upon, participation in or use of the facilities, equipment, services or activities of or offered by the Synergy Petaluma Parties, whether the same arises out of or results from any act, omission or conduct of one of more of the Synergy Petaluma Parties, negligent or otherwise. The agreement by me to hold harmless, indemnify and defend the Synergy Petaluma Parties is immediate upon the assertion of any claims, demands, causes of action or liability by any other person and is not contingent or dependent upon a finding that my actions caused the loss, damages, injuries or death claimed. The agreement by me to hold harmless, indemnify and defend the Synergy Petaluma Parties includes all consequential damages incurred by the Synergy Petaluma Parties, or which otherwise would be incurred by the Synergy Petaluma Parties absent this agreement, including, but not limited to, all attorney's fees and costs, court and litigation costs, experts fees and costs, arbitrator fees and costs, mediator fees and costs, payment of any judgment, verdict, award or settlement on behalf of the Synergy Petaluma Parties, and any other damages incurred by the Synergy Petaluma Parties not included in the preceding list which arise as a direct or indirect consequence of the claims, demands, causes of action or liability asserted by any other person.

5. ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE OR HOLD AN Synergy Petaluma PARTY RESPONSIBLE FOR ANY INJURY WHICH I MAY SUFFER. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Staff Signature: _____ Date: _____