

**Waiver of Liability and Release
Permission and Agreement Form**

This Agreement waives the liability of Severna Park Health Club, LLC T/A Severna Park Racquetball & Fitness Club, hereinafter referred to as SPRFC, for any use of the services, facilities, swimming pool and/or programs of SPRFC. **A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian.**

PLEASE READ CAREFULLY AND SIGN BELOW

1. I, the applicant signing below wish either for myself or my child/children (if applicable) _____ (printed name/s) to utilize the services, facilities, swimming pool and/or fitness programs offered by SPRFC.
2. I hereby agree that the use of the services, facilities, swimming pool, and/or programs is at my child's/children's (if applicable) and my own risk. As a condition of my and my child's/children's (if applicable) use of such services, facilities, swimming pool and/or fitness programs, I, on behalf of myself, my heirs and assigns and my child/children (if applicable) expressly agree to forever discharge, waive and release SPRFC, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of SPRFC, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns that I or my child/children (if applicable) may have or acquire against SPRFC, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns on account of bodily injury, mental injury and/or property damage from any mishap, accident, loss, damage or injury suffered by my child/children (if applicable) or myself or others resulting from, connected with or caused by the use of SPRFC's services, fitness programs, swimming pool and/or facilities, whether located on or off the SPRFC premises, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such services, programs, swimming pool or facilities. I further agree to defend, indemnify and hold harmless SPRFC, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, losses, or liability arising from connected with or caused by my or my child's/children's (if applicable) use of SPRFC's services, fitness programs, swimming pool and facilities, whether located on or off the SPRFC premises.
3. Children under the age of 13 are not permitted in the Cardiovascular Equipment Room, Circuit Room, Free Weight Room or the two Aerobics Studios without adult supervision.
4. I declare and affirm that I and my child/children (if applicable) and (or are) in good medical and physical condition and that the use of the SPRFC services, facilities, swimming pool and/or fitness programs does not pose any danger to my or my child's (if applicable) health.
5. I agree that I and my child/children (if applicable) will abide by all the rules and regulations of the Club, issued orally and/or published as any member information. These rules may be amended at the Club's discretion. I agree that I and my child/children (if applicable) will not engage in behavior injurious to the enjoyment of the Club by other Members or Guests. I understand and agree that I and my child's/children's use of SPRFC may be immediately terminated if my (or their) behavior is not in accordance with the above.
6. I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and my children/children (if applicable) by signing this Agreement.
7. I agree to photography or video of me/my child during Club activities and those photos or video may be used in future advertising.

Signature

Date

Printed Name