

OVERNIGHTER



Please Print Participant Info:

NAME - _____ DATE OF BIRTH - ___/___/___

STREET ADDRESS - _____

CITY _____ STATE ____ ZIP CODE _____ PHONE# (____) _____ - _____

Waiver and Release. You agree that if you engage in any physical exercise or activity or use any Club facility, you do so at your own risk. This includes, without limitation, your use of any locker room, pool, whirlpool, sauna, steam room, cardio theatre, weight room, aerobics classroom, racquetball court, basketball court, tennis court, parking area, sidewalk or any equipment in the Club and it also includes your participation in any activity, tournament, class, program or instruction associated in any way with the Club either at the Club's location or elsewhere. You agree that you are voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, illness, disease, damage or loss to you or your property that might result, including, without limitation, any loss, theft of or damage to any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge the Sisters of St. Francis Health Services, Inc. d/b/a Omni 41 Health & Fitness Connection and d/b/a Saint Margaret Mercy and any affiliates, employees, agents, representatives, successors and assigns of the foregoing (collectively, "Releasees") from any and all claims or causes of action (known or unknown) arising out of any Releasee's negligence or other fault. This Waiver and Release of liability includes, without limitation, injuries which are alleged to have resulted from any Releasee's negligence or other fault or which may occur as a result of or in connection with (a) your use of any exercise equipment or facilities which may malfunction or break; (b) any Releasee's alleged improper maintenance of or failure to maintain any exercise equipment or facilities, (c) any Releasee's alleged negligent instruction or supervision, or (d) your slipping, tripping or falling while in the Club or on the Club's premises. You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a complete release of all liability. You are waiving any right that you may have to bring a legal action to assert a claim against Releasee's negligence or other fault. Member or Guest agrees to indemnify Releasees for all reasonable attorneys' fees and costs incurred in enforcing this paragraph in the event that Member or Guest sues one or more of the Releasees. The provisions in this Waiver and Release shall survive termination, cancellation or expiration of any activity or event with respect to which it was signed.

The undersigned has read and agrees to abide by and cause family members and guests to abide by, the rules and regulations of the Club as they now exist and as they may be amended or supplemented.

Participant's Signature _____ Date: ___/___/___
(Parent/Guardian's Signature if Participant is under the age of 18.)