



# Liberty Athletic Club

## BIRTHDAY PARTY WAIVER

PLEASE HAVE A PARENT/GUARDIAN OF EACH CHILD SIGN THIS WAIVER

### 1. GUEST'S RESPONSIBILITY AS TO USE OF CLUB

You (guest) should consult with your physician before using our services and facilities. You understand and acknowledge that we have no expertise in diagnosing, examining, or treating any medical condition. You agree you will not use the facilities with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such condition poses a threat to the health or safety of yourself or others, and agree you will use the facilities in accordance with all applicable public health requirements. It is your responsibility to consult with your physician to determine if any of these medical conditions do exist and, if so, whether such condition poses a direct threat to the health or safety of yourself or others. The club reserves the right, however, to make the final determination in this regard.

### 2. WAIVER AND RELEASE

You (guest) agree that if you engage in any physical exercise or activity or use any club facility on the premises, you do so at your own risk. This includes, without limitation, your use of the locker room, pool, whirlpool, sauna, steamroom, parking area, sidewalk, or any equipment in the health club and your participation in any activity, class, program or instruction. If you have asthma or allergies, you may be more prone to have a reaction to the chemicals used in the pool and spa area. The American Medical Association suggests that you consult a physician. You agree that you are voluntarily participating in these activities and using these facilities and premises and assume all risk of injury to you or the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property. You agree on behalf of yourself (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action (known or unknown) arising out of our negligence. This Waiver and Release of liability includes without limitation, injuries which may occur as a result of:

- A. your use of any exercise equipment or facilities which may malfunction or break
- B. our improper maintenance of any exercise equipment or facilities
- C. our negligent instruction or supervision, and
- D. you slipping and falling while in the health club or on the premises

You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you have to bring a legal action to assure a claim against us for our negligence.

Child's Name

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Parent's Name

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Phone Number

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Parent's Signature

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