



## Guest Registration & Waiver Form

Please Print

Guest Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ Age: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Email \_\_\_\_\_ DOB \_\_\_\_ / \_\_\_\_ / \_\_\_\_

This agreement, entered by and between the undersigned and the Club Group, is part of the consideration for the undersigned being permitted to use the Club Group's programs and premises. Note: the term "Club Group" herein shall include the Cincinnati Sports Mall, Inc. (the "Club"), its partners, parents, subsidiaries, and affiliates, and any of their respective directors, officers, employees, agents, representatives, successors, and assigns. No changes to this agreement are permitted without express, written consent from the President of the Club.

**Assumption of Risk; responsibility for medical conditions.** ALL PHYSICAL ACTIVITY CARRIES WITH IT INHERENT RISKS, AND THOSE OF ALL AGES PROCEED AT THEIR OWN RISK. The fitness equipment and Club facility present hazards which, if not avoided, can cause serious injury or death. I understand that I am responsible for monitoring my condition at all times and consulting with my own doctor about the risks that physical activity creates for me. I ACKNOWLEDGE THAT THE CLUB GROUP CANNOT AND DOES NOT GUARANTEE THAT ITS FACILITIES, PROGRAMS, OR SUPPLIES ARE GERM/VIRUS FREE. I EXPRESSLY AND VOLUNTARILY AGREE TO ASSUME ALL RISK OF SICKNESS, INJURY OR DEATH. If unusual medical symptoms occur, I will cease my participation at the Club and seek prompt medical attention.

**Waiver; release of liability; indemnity and defense.** I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CLUB GROUP, AND WAIVE the right to bring claims, with respect to any and all liability (including liability arising from negligence of the Club Group) for claims, causes of action, injuries including death, damages, demands, costs, loss of services, expenses, theft, attorney fees, and other claims, known or unknown, of whatever nature arising out of the premises or programs of the Club Group (collectively, "Claims"). Furthermore, for expenses, disputes, or Claims arising from my negligence or fault, I agree to: (a) indemnify, defend, and hold harmless the Club Group; and (ii) pay fines, fees, or expenses, including attorney fees that the Club Group incurs. These terms are intended to be as broad and inclusive as is permitted by Ohio law, and if any portion hereof is held invalid, the balance shall continue in full legal force and effect.

**Consent to contact, and for photo-video-media.** I hereby authorize the Club to contact me by phone, email, or otherwise, including solicitation for Club membership. I acknowledge that, in the course of business, the Club may record or photograph activities including my voice, image, and likeness ("Recordings"). I consent to such Recordings and authorize the Club Group to use, publish, distribute, alter, make derivative works, and sublicense such Recordings, in whole or in part, without limitation, including for any educational, promotional, or commercial purpose. The Club Group shall have no liability for use of Recordings.

**Signs and labels; notifying staff.** Prior to using the equipment or facility I will read all warning labels, instructions, signs and placards in the facility. If I am unsure how to use the equipment or facility, I will seek the staff's assistance. I will immediately report any piece of equipment or area of the facility that is not functioning properly to staff. I will not attempt to use or fix any piece of equipment or area that is not working properly.

**Ohio law and Waiver of Jury Trial:** This agreement and any Claims, controversy or dispute arising out of it, or arising out of use of the Club, shall be governed by and construed in accordance with the laws of the State of Ohio. The undersigned hereby knowingly, voluntarily, and unconditionally waives the right to a jury trial of any Claims, controversy or dispute arising out of this agreement, or arising out of the premises or programs of the Club Group.

**Application to each use, family, and minors:** This agreement applies to me, any family member or guest ("We"), and to each and every use We make of the Club. For use by a minor, I (the undersigned parent, guardian or custodian of the minor), hereby agree to all terms above for the minor and myself.

Guest Name (Print): \_\_\_\_\_ Guest/Guardian Signature: \_\_\_\_\_

Member Name (Print): \_\_\_\_\_ Time: \_\_\_\_\_

Fee	_____ \$15	Charge	_____ membership	Emp Init	_____
	_____ No Charge		_____ Visa/MC/Disc	Scan ID	_____
	_____ Reward Guest			Posted	_____
	_____ Guest Pass			Entered/Checked In	_____
	_____ 2 and Younger				
	_____ Other _____				