



Guest Registration & Waiver Form

Please Print

Name: _____ Date: _____

Street Address: _____ DOB ____/____/____

City: _____ State: _____ Zip Code: _____

Phone _____ Email _____

This agreement, waiver, and release is entered by and between the undersigned guest and Cincinnati Sports Mall, Inc., dba Cincinnati Sports Club (hereinafter "Club"). The term "Club Group" herein shall include the Cincinnati Sports Mall, Inc., 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 the express, written consent of the President of the Club.

Assumption of Risk; Release of Liability; Indemnity; Authorization: All physical activity carries with it inherent risks to individuals of all ages. The fitness equipment and the facility of the Club present hazards which, if not avoided, can cause serious injury or death.

As consideration for my being permitted to use the Club or its programs, I EXPRESSLY AND VOLUNTARILY AGREE TO ASSUME ALL RISK OF SERIOUS INJURY OR DEATH and HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE CLUB GROUP with respect to any and all liability (including liability arising from the negligence of the Club Group) for claims, causes of action, injuries including death, damages, demands, costs, loss of services, expenses, theft, attorney's fees, and other claims, known or unknown, of whatever nature arising out of the premises or programs of the Club Group (collectively, "Claims"). Furthermore, I agree to indemnify, defend, and hold harmless the Club Group from and against: (i) any such Claims by the undersigned or by others; and (ii) any related fines, fees, or expenses, including attorney fees. I agree that this Release applies to me, any family member or guest ("We") and to each and every use We make of the Club.

I expressly agree that the release, assumption of risk, and indemnity herein is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I hereby authorize the Club to contact me by telephone, email, or otherwise regarding the Club, including soliciting me for membership.

Responsibility for medical conditions; signs and labels; notifying staff. I understand that I am responsible for monitoring my condition at all times. If during use of the Club unusual medical symptoms occur, I will cease my participation and seek prompt medical attention. 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 assistance of staff. 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 of the facility that is not working properly.

Ohio law and Waiver of Jury Trial: This agreement and any claim, 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 claim, controversy or dispute arising out of this agreement, or arising out of the premises or programs of the Club Group.

Release, assumption of risk, and agreement as to minors: With respect to participation by a minor, I, the undersigned parent, guardian, or custodian of the minor, for myself and on behalf of the minor, hereby: (a) voluntarily assume all of the risks of physical activity and risks of use of the premises as described above; (b) RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE CLUB GROUP with respect to any and all liability, per the terms stated above; and (c) agree that all other terms of this agreement apply to the minor.

Signature of guest/parent or guardian _____

Member Name _____ Time _____

Guest	Amt. Due	Payment	Emp. Init _____
___ Adult	___ \$15.00	___ cash	Scan ID _____
___ Child	___ \$10.00	___ Chg. Mem Acct.	Posted _____
	___ N/C (why) _____		Ent Cmpt _____