

# Guest Waiver

## Release of Liability and Assumption of Risk



Please complete and sign this Fitness Center Release of Liability (this "Release") for yourself and any minors accompanying you. Your spouse must sign a separate Release. This Release covers the following persons (each, a "Participant"). If a minor is listed below, you acknowledge that you are the parent or legal guardian of the minor listed.

Adult \_\_\_\_\_

Minor \_\_\_\_\_

Minor \_\_\_\_\_

Minor \_\_\_\_\_

desires to use the Jewish Community Center located at 1375 St. Paul Avenue, St. Paul, MN 55116 (the "Facility"), owned by the Jewish Community Center of the Greater St. Paul Area, Inc. ("St. Paul JCC") with its health and wellness services managed by EXOS Community Services, LLC (together with its affiliates, "EXOS"). As lawful consideration for being permitted to use the Facility, Guest agrees to all the terms and conditions set forth in this liability release (the "Agreement").

Guest acknowledges that the use of the Facility and its equipment, services, and programs involve an inherent risk of personal injury to Guest. Guest voluntarily agrees to assume all risks of personal injury to Guest, Guest's spouse, children, or other Guest invitees (collectively, the "Guest Parties"), and fully and forever releases the St. Paul JCC, EXOS, or any of its respective subsidiaries or affiliates and their respective officers, directors, employees, agents, successors and assigns (collectively, the "Released Parties") from any and all claims, demands, damages, rights of action, or cause of action, present or future, whether the same be know or unknown, anticipated or unanticipated, resulting from, in connection with, relating or incidental to or by virtue of any claim that is the subject of the liability waiver set forth in this Agreement and Guest's use or intended use of the Facility and equipment thereof, including but not limited to (a) any claim for negligence alleged against any of the Released Parties; (b) injuries arising from use of any exercise equipment or any other equipment or machines at the Facility; (b) injuries arising from participation in supervised or unsupervised activities and programs in exercise rooms, mats, or other areas of the Facility; (c) injuries or medical disorders resulting from exercising at the Facility, including death, heart attacks, strokes, heat stress, sprains, broken bones, and torn or damaged muscles, ligaments, or tendons, (d) accidental injuries within the Facility, including but not limited to locker rooms, showers, dressing rooms, common areas, and the parking lot, and (e) any injuries or damages that may occur in, on, or outside the Facility for any loss or theft of personal property. Guest covenants not to make or bring any such claim against the Released Parties, and forever releases and discharges the Released Parties from liability under such claims.

Guest acknowledges that the St. Paul JCC and EXOS do not manufacture any of the fitness or other equipment at the Facility. Accordingly, the Released Parties shall not be held liable for any such defective equipment or products.

Guest is capable of performing physical exercise and acknowledges that he/she/they are voluntarily participating in any exercise activity offered by the St. Paul JCC and the Facility, and using equipment with knowledge of the dangers involved. Guest will be fully responsible for complying with any restrictions prescribed by his/her/their personal physician. Guest understands that he/she/they will review any physician-prescribed personal wellness program with his/her/their physician prior to commencing exercise and will periodically review his/her/their status and wellness program with his/her/their physician immediately.

It is further understood that neither the St. Paul JCC staff nor the EXOS staff will be monitoring individual use of the Facility or exercise equipment. Guest understands that neither the St. Paul JCC nor EXOS staff contains medical professionals who have received training in physical activity programming for individuals who require exercise in a medically supervised environment. If Guest experience dizziness, fainting, nausea, muscle cramping or any other symptoms while exercising, Guest will discontinue the activity, notify the St. Paul JCC staff or EXOS staff, and consult a medical professional.



The St. Paul JCC does not provide health insurance for individuals participating in activities made available or sponsored by the St. Paul JCC. As such, Guest acknowledges and agrees that he/she/they, or their personal health insurance, will be responsible for payment of medical services and care for any injuries sustained during activity at the Facility.

In the event of an emergency or non-emergency situation requiring medical or dental treatment, Guest hereby grants permission for any and all medical and dental care to be administered to him/her/them until such time as the designated emergency contact can be contacted. This permission includes, but is not limited to, the administration of first aid, the use of an ambulance, and the administration of anesthesia and/or surgery under the recommendation and supervision of qualified medical personnel. Guest further authorizes the St. Paul JCC to release his/her/their personal information necessary for medical or insurance purposes. Guest agrees to release the Released Parties from any and all liability for medical or dental aid rendered, and Guest understands that his/her/their responsibility for all medical or dental expenses incurred for such aid.

Guest shall provide a valid photo identification upon entering the Facility. Guest must be accompanied by a St. Paul JCC member at all times while using the Facility. All guests under 13 years old must be accompanied by a St. Paul JCC member over the age of 18. Guest must adhere to all St. Paul JCC rules and regulations regarding use of the Facility.

This Agreement constitutes the sole and entire agreement between Guest, St. Paul JCC, and EXOS with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on Guest, the Guest Parties and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the St. Paul JCC and EXOS and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Ramsey County, Minnesota and Guest hereby consents to the exclusive jurisdiction of such courts.

**Photo and Video Release**

The St. Paul JCC reserves the right to take photography and/or video of any and all programs and activities at the Facility, and use them for internal and external advertising and publicity purposes ("Marketing Materials"), which may include photographs and/or videos of Guest. By signing below, Guest, on behalf of himself/herself and the Guest Parties, consents to the St. Paul JCC taking such photography and/or video for its Marketing Materials, and acknowledges that he/she/they will not be compensated for any use of such photography and/or video by the St. Paul JCC.

By signing, I acknowledge that I have read and understood all of the terms of this Agreement and that I am voluntarily giving up substantial rights, including the right to sue the Released Parties. For Guest under eighteen (18) years of age, by signing below the parent or legal guardian of the minor Guest accepts the terms of this Agreement and grants permission of the minor Guest to use the Facility.

Participant/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_

Home \_\_\_\_\_ Cell \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Home/Cell \_\_\_\_\_ Work \_\_\_\_\_

How did you hear about the St. Paul JCC? \_\_\_\_\_