

Country Club of New Bedford
Health Club Program
Assumption of Risk, Waiver and Release from Liability

In consideration of the use of the property, facilities and/or services of the Country Club of New Bedford (Hereinafter CCNB) Health Program, the undersigned agrees as follows:

Risk Factors – The undersigned understands and acknowledges that the use of equipment and facilities provided by the CCNB and participation in a Health Club Program involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis and possible death. These risks may result from the use of equipment or facilities, from the activity itself, from the acts of others or from the unavailability of emergency medical care. The undersigned also understands and acknowledges that CCNB does not provide any supervisory personnel with respect to its health club program or facility.

Assumption Risk – The undersigned voluntarily assumes all risks that may arise out of or result from the use of the equipment or facilities, and/or participation in the Health Club Program at the CCNB Health Club, including those risks described in section 1 above. Exception being any injuries caused by the gross negligence or willful or wanton misconduct of any officials, officers, employees, agents or volunteers of CCNB.

Acknowledgement of Policies and Procedures – The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all rules and regulations of the Health Club of CCNB. The CCNB staff reserves the right to revoke or terminate the undersigned's privileges for any violations of the rules and regulations of the Health Club and of CCNB or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of the Health Club.

Indemnify and Defend – The undersigned hereby releases, waives, indemnities and holds CCNB, and all of their officers, trustees, directors, employees, and agents (herein jointly referred to as "indemnitee") harmless from any and all claims, causes of action, suits, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's use of the property, facilities, and/or services of the Health Club.

Prerequisite Skills – The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the Health Club Program. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in the Health Club itself, then he or she will refrain from any use of said equipment.

Waiver – The undersigned, as a member or spouse of member of this private club, waives the protection afforded by any statute of law in any jurisdiction whose purpose, substance and/or is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

Pay – The undersigned agrees to pay for any and all damages to any property or Indemnities caused by the undersigned negligently, willfully or otherwise.

Representatives – The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.

Consent for Emergency Treatment – The undersigned, as a participant in the subjective activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

Insurance – The undersigned understands the CCNB does not carry participant insurance and that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities and/or services of the Health Club. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.

Jurisdiction – The assumption of risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts. The parties agree to use the Commonwealth of Massachusetts for Jurisdiction and the County of Bristol as Venue for any disputes between the parties. The undersigned further agrees that no lawsuit of any kind may be filed as a result of any use of the health club unless CCNB refuses to submit the matter to binding arbitration.

Severability – If any term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or enforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or enforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause of provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

Acknowledgment – The undersigned, expressly as a member of a private club, or as the spouse thereof, has read fully and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Country Club of New Bedford

Health Club Program

Assumption of risk, Waiver, and Release form Liability

Signature_____

Date_____

Printed Name_____

Member #_____

Address (permanent) _____

Phone_____

Cell_____

Email_____

Age_____

Gender_____