

## 2023 PRSC AQUATICS: PRIVATE & SEMI-PRIVATE LESSONS SWIM PROGRAM: Registration Form

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Participant Na	ame:	Eirat)		(Lost)		_	
Age of Child	(First) Age of Child : Date of Birth:			(Last) Gender (circle)	: M	F	
Please circle:	Member Clu	ub Guest					
Swimming ex	sperience:						
	ne:						
	Phone (H):(W):				Cell):_		
Street:				_ Town:	Zi	p:	
Email Addres	SS:						
	nergency, contact:						
Name:		_ Phone Number: _			_		
Private Lessons	Member Rate	Guest Rate		Semi-Private (Rate is per child)	Memb	oer Rate	Guest Rate
Single	\$40	\$50		Single	\$25		\$35
5-Pack	\$180	\$230		5-Pack	\$115		\$165
10-Pack	\$330	\$440		10-Pack	\$195		\$295
**Purchased	l lessons cannot b	<mark>e refunded. Initi</mark>	<u>al He</u>	re:			
	Tr conto	CTZ sints to move	·· ====i4	d	-:	O sa a lauba	
	You can comac	A Krista to pay c	)r Wii	th questions at ktri	guerro	<u>a)caciuos.</u>	<u>.com</u>
	All payr	ments must be de	one b	pefore the date of the	he first	lesson.	
	Dat	e of Package Pu	urcha	 ise:			
Payment: /		•		CTA M,	/C Vi	sa AME	Κ
	Instructor Name: First Lesson Date:						

## Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement

I, the undersigned Parent(s), Legal Guardian(s), or Participant, on my own behalf, and behalf of all others who are listed as Participants under this Agreement, including my unborn and/or minor children, and my and their personal representatives, assigns, successors, heirs, and next of kin, (hereinafter collectively referred to as the "Participants"), acknowledge and agree that the use of the facilities, services, equipment or premises of [Paso Robles Sports Club] (the "Club") by any of the Participants involves risk of injury to persons and property, and the Participants assume full responsibility for such risks for myself/themselves. The Participants agree and acknowledge that I/they have entered into the Agreement for use of the Club's facilities, services, equipment, or premises primarily for recreational purposes and not to use any specific piece of equipment or training or exercise methodology. In consideration of being permitted to enter the Club's facilities for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Participants agree to the following: the Participants are authorized to, and do hereby release and hold the Club, its and their shareholders, directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents harmless from all liability to all the Participants, and any of my/their personal representatives, assigns, heirs and next of kin for any loss or damage sustained by any of the Participants. The Participants hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Participants and property damages sustained by any of the Participants, whether caused by the active or passive negligence of the Club or otherwise, while any of the Participants is in, upon, or about the Club's premises, or while using the Club's facilities, services, or equipment or while participating in any Club activity at any location.

This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release"), includes, but is not limited to, claims based on the following: the Club's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, including personal training, or inadequate security or staffing, the Participants' use of the Club's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Club or any location in which the Club operates, including, but not limited to public facilities. Such facilities include, but are not limited to: exercise equipment, exercise rooms, weight rooms, locker rooms, sidewalks, parking lots, stairs, pool, whirlpool, spa, sauna, steam room, tennis/racquet/squash courts, or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Participants, or others in supervised or unsupervised activities at the Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Club's facilities, or otherwise, or while participating in any of Club's programs, classes, or activities, and accidental injuries occurring anywhere in or about the Club, including its dressing rooms, showers and other facilities.

The Participants also agree to indemnify and hold the Club harmless from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Participants in, upon, or about the Club's premises or in any way observing or using any of the Club's facilities, services or equipment, whether caused by a Guest's negligence or otherwise. The Participants further expressly agree that the Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

On behalf of the Participants, I acknowledge that I have carefully read this Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this Release, I, and all of the Participants are giving up any rights I or any and all of the Participants may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product on its premises. I represent that I have the actual authority to, and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Participants. I have read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

Participant Name:	D.O.B	(If different than above	(If different than above)		
Signature of Parent/Guardian:		Date:			

## **Electronic Funds Transfer ("EFT") or Credit Card Authorization Agreement:** Credit Card Type \_\_\_\_\_ Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Name as it appears on card \_\_\_\_\_\_ Security Code \_\_\_\_\_ Address of Cardholder \_\_\_\_\_ Electronic Funds Transfer: Member must attach a voided check Bank Name Account # Routing # Initial Monthly Amount \$ I authorize California Athletic Clubs ("Club") to either electronically transfer funds from the above account number, or draft funds from the above credit card number on the first of each month for payment of all amounts due to the Club, which may include my monthly dues, my payment plan installments, annual increases in monthly dues, maintenance fees, upgrades or additional dues, applicable taxes, fees for fitness or ancillary services, merchandise, and any other unpaid fees or dues. The deductions begin on \_\_\_\_\_\_, and continue until my membership is terminated or cancelled in writing. I understand and acknowledge that the monthly dues amount specified above may vary due to past unpaid dues or other fees and charges. I understand that I have the right to receive notice in writing at least 10 days in advance of any automatic payment charges; however, I waive my rights to any such advance notice. I also understand that if I fail to notify the Club in a timely fashion to any changes to my above identified account information, or to my credit card information, or my debit is returned for insufficient funds, or my credit card is declined, I am responsible for all bank charges, all EFT returned items, and all declined credit card charges. Additionally, the Club reserves the right to charge a \$25.00 fee for any returned or declined items. The Member may cancel this Agreement only upon written request to the Club. The Member is responsible for verifying that the written request of at least (30) days for cancellation of this Agreement is received and that the Member's account has been changed or cancelled. Cancellation or revocation of this authorization, or stopping any payment hereunder, does not affect any other payments authorized on the date of the Agreement or in the future. I confirm that I am authorized under the terms of the applicable agreement with my financial institution (the "Bank Agreement") to the account I have designated for the purchase of goods and services from the Club. I certify that all statements made in this payment authorization are true and correct to the best of my knowledge. I understand that any failure by the applicable financial institution to pay any charge in full does not release me from any liability for obligations owing to the Club. I agree to comply with my Bank Agreement at all times that this Authorization is in effect. Authorized Signature \_\_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Member Number \_\_\_\_