



Salutary SportsClubs, Inc.
3442 Browns Valley Rd, #400
Vacaville, CA 95688

- El Dorado – 4242 Sports Clubs Dr, Shingle Springs, CA 95682 (530) 677-5705
- Merced – 350 East Yosemite Ave, Merced, CA 95340 (209) 722-3988
- Rancho Solano – 3250 Rancho Solano Pkwy, Fairfield, CA 94534 (707) 438-2582
- Vacaville – 3446 Browns Valley Rd, Vacaville, CA 95688 (707) 446-2350
- Vallejo – 124 Lincoln Rd East, Vallejo, CA 94591 (707) 644-7788

**Adult Client Agreement
Waiver of Liability, and Indemnification Agreement**

This form must be completed in its entirety to participate in any activity or be on the property of Millennium SportsClub (MSC). (Please Print Clearly)

Name of Guest _____ Birth Date _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

Emergency Contact _____ Phone _____ Relation _____

Waiver of Liability for Ordinary Negligence: It is expressly agreed that the use of all Club facilities today and on all future dates, without limitation and whether engaging in exercise activities or not, shall be undertaken by a member at his/her sole risk, and the Club shall not be liable for any injuries or any damages to any member, or the property of any member, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, the Club’s premises regardless of whether it was caused by the negligence of the Club.

This agreement applies, without limitation, to 1) personal, bodily and or mental injury (including death) from incidents or illnesses arising from participation in MSC activities (including, but not limited to, organized training activities, fitness tests, classes, observation, individual use of facilities or equipment, mechanical or otherwise, shower/locker room area, and all premises including the associated sidewalks, parking lots, stairs, pool, whirl pool, sauna, steam room, tennis/racquet courts, lobby area and/or any equipment in or about the club facility); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I agree to hold harmless, defend, and indemnify MSC (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) from any and all claims of mine, my spouse, heirs, my guests, minor members personal representatives, or assigns arising from my injury or loss due to my participation at MSC.

I further agree to hold harmless, defend, and indemnify MSC (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at MSC.

Covenant Not To Sue: I covenant not to sue MSC, its owner, directors, officers, employees, volunteers, independent contractors, and agents for any present or future claim I might have. This includes claims resulting from 1) the inherent risks of physical conditioning and training and 2) the ordinary negligence of MSC, its employees, and its agents.

Integration Clause: I affirm that this agreement **supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and MSC and cannot be modified or changed in any way by representations or statements by any agent or employee of MSC. This agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: I agree to engage in good faith efforts to **mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or relating to this contract shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

Severability and Venue: I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I understand that if legal action is brought, the appropriate trial court for the county of Solano in the State of California has the sole and exclusive jurisdiction and that only the substantive laws of the State of California shall apply.

Acknowledgment of Understanding: I have read this Waiver of Liability, Covenant not to Sue, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by MSC, to the greatest extent allowed by law in the State of California.

Signature: _____ Date _____