



ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I and my child are both physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Wayside Racquet & Swim Club and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that Wayside Athletic Club and its directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT.
I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

Names of Participant (Please Print) _____ Age _____

Names of Parent/Guardian (Please print) _____

Sign _____ Date _____

Emergency Contact Name (Please print) _____

Emergency Contact Phone Number _____



Wayside Athletic Club
Rules & Regulations for Party Guests

- Two adults 18 years of age or older must be present at the party at all times.
- All non-swimmers and children using any type of floatation device (**inflatable floatation devices not allowed**) must be accompanied by an adult swimmer 18 years of age and older, in the water within arm's reach.
- Color-soled shoes and sneakers are not allowed in Aerobics Studio or on racquetball courts.
- We ask for the children to be respectful to club members at all times.
- When in the pool, all participants are to follow the rules of the pool and follow the directions of the lifeguards on duty.
- Wayside is not responsible for the loss of personal items.
- All participants must bring their own lock for the lockers in the locker rooms.
- All Parents/Guardians of children attending the event must sign the Party Agreement.

I understand all the rules and I the undersigned and my guests intend to be legally bound do hereby waive all claims for loss or damages against Wayside Athletic Club as condition of responsibility for any and all cost incurred by me, or my guests, as a result of injury sustained by me, or my guests, from participation in any activities or the use of any equipment at Wayside Athletic Club and further agree not to hold Wayside Athletic Club responsible in any way for such injury. My guests and I agree to abide by all the rules and policies of the Club, and to use the facilities and equipment properly. Furthermore, I agree to inform all my guest of the rules, policies and other conditions for having a party at Wayside Athletic Club.

Name of Participant (Please Print) _____ Age _____

Swimmer | Non-Swimmer (Please circle one) All non-swimmers **MUST** use a floatation device, please ask for one.

Name of Parent /Guardian (Please Print) _____

Member # _____

Signature _____ Date ____/____/____

Emergency Contact Name (Please Print) _____

Emergency Contact Telephone _____ - _____ - _____

Please read & sign. This form must be completed & handed to the Wayside Party Planner prior to the event.



Wayside Athletic Club
Rules & Regulations form for Party Guests

Guest Checklist

Swimming

- ✓ Swimsuits
- ✓ Towels
- ✓ Flip flops are recommended
- ✓ Swim goggles
- ✓ Toiletries (there is soap and shampoo in the showers)
- ✓ Locks for lockers

Gym activity

- ✓ Sneakers (colored or dark-soled sneakers or shoes are not permitted on the courts, in the gym or in studios)
- ✓ T-shirt
- ✓ Shorts

Pool Rules

- Children under the age of 18 must be accompanied by a parent/guardian at all times
- All non-swimmers and children that have to use any type of floatation device (inflatable floatation devices not allowed) must be accompanied by an adult swimmer, 18 years of age and older, in the water and be within arm's reach
- There must be one parent/guardian per non-swimmer
- Individuals who cannot swim are only allowed in the shallow end and must wear a flotation device at all times
- No running on the deck
- No pushing, shoving, horseplay, or inappropriate behavior is allowed
- No diving into the shallow end of the pool
- Backward dives and flips are not allowed
- No hanging on lane lines, ropes, or rails
- Children who are not toilet trained must wear swim diapers

Outdoor Pool

- Children must pass a swim test before swimming in deeper pool areas and before they can use the diving board or slide
- Swim test consists of swimming crawl stroke for 50 yards without stopping and treading water for one minute
- The lifeguard on duty must give the test and acknowledge passing



PHOTO RELEASE

I hereby authorize **ASTA/dba/Wayside Athletic Club** to publish photos and videos taken of me and/or my minor child or children listed below, and our names and likeness, for use in Wayside print, online, and video-based marketing materials, as well as other **ASTA/dba/Wayside Athletic Club** publications.

I hereby release and hold harmless **ASTA/dba/Wayside Athletic Club** from any reasonable expectations of privacy or confidentiality associated with the images specified above. Further, I attest that I am the legal guardian of these children and have full authority to consent and authorize **ASTA/dba/Wayside Athletic Club** to use their likenesses and names.

I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking and publishing of any of these photographs or participation in company marketing materials or other **ASTA/dba/Wayside Athletic Club** publications. I acknowledge and agree that publication of said photos confers no rights or royalties whatsoever.

I hereby release **ASTA/dba/Wayside Athletic Club**, its contractors, its employees and any third parties involved in the creation or publication of marketing materials for liability from any claims by me or any third party connected by my participation.

AUTHORIZATION

Name (Please Print) _____

Signature: _____

Address: _____

Names and Ages of Minor Children

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____