Valley Wellness Center
4415 Innovation Way
Allentown, PA 18109
610-443-2221 (p) 610-443-2115 (f)
www.valleywellnesscenter.co

Valley Wellness Center Guest Waiver

Please print clearly!

Fill out ALL information below, and then SIGN & DATE on Page 4/5

Assumption of Risk, Release and Indemnification

Last Name	First Name	DOB:
Address		
City	State	Zip Code
Phone	Email Address	
Emergency Contact	Emergency Phone	

In Consideration of my being allowed to use the services of Valley Wellness Center including but not limited to the fitness area, group exercise rooms, multipurpose rooms, indoor and outdoor pools and water slides, its agents, owners, officers, employees, volunteers, participants and all other persons or entities acting in any capacity on their behalf are hereinafter referred to as VWC. I am aware that there will be times where no supervision or assistance is available. I am also aware that if I am injured, become unconscious, suffer a stroke or heart attack, that there will potentially be no one to respond to my emergency and this facility has no duty to provide assistance to me. Even though this facility is equipped with surveillance cameras, it is likely that should I require immediate assistance, none will be provided. VWC HIGHLY recommends that I have a workout partner accompany me while at VWC, but it is entirely up to me.

1. ASSUMPTION OF RISK: I hereby acknowledge, accept and agree that fitness related activities involve inherent risks. I have received full information regarding VWC facilities and have had the opportunity to ask any questions that I wished. Participation in Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. 1

ASSUMPTION OF RISK FOR AQUATICS: 1. I fully understand that swimming pool activities involve a certain level of risk of injury, and that these risks and dangers exist while in the pool as well as in the surrounding pool area. These risks may include physical injuries, psychological injuries and even the possibility of loss of life; 2. If applicable, I hereby accept the risks of myself or my child(ren)'s participation in the swimming pool activities and will hold the operators VWC and its employees, counsellors, agents, officers, trustees and affiliates harmless from any and all liability, actions, demands, damages, expenses, costs, claims and causes of action of any possible nature in respect of injury, death loss or damage caused as a result of or in any way relating to activities in the swimming pool and around the pool area; 3. If applicable, I further agree to indemnify and hold harmless the operators of VWC, its employees, counsellors, agents, officers, trustees and affiliates from and against any and all liability incurred as a result of or in any manner related to me or my child's participation in swimming pool activities; 4. If, despite the signing of this waiver, a lawsuit is brought against the operators of VWC, its employees, counselors, agents, officers, trustees or affiliates in relation to me or my child's participation in the swimming pool activities, I agree to pay for any and all court costs and attorney's fees incurred as a result of such litigation; 5. I also declare that neither I, nor my child, if applicable, are under the influence of any chemical substance including alcohol that may impair my mental faculties and sound judgment, at the time of the signing of this release or at the time of my or my child's participation in pool activities; 6. I agree that if any provision of this release is found to be unenforceable or invalid in any way, the remaining provisions will remain in force and in effect; 7. I hereby certify that my child's participation in the pool activities at VWC and my signing of this waiver on my child's behalf are completely voluntary. I also realize that a lifeguard is not on duty at all times at VWC aquatic areas or pools.

ASSUMPTION OF RISK FOR ROCK AND ROPE CLIMBING: I hereby acknowledge, accept and agree that the sport of rock climbing and the use of VWC facilities involve inherent risks. Climbing shoes must be worn while climbing the rock wall and will be provided by VWC. I realize that bouldering is not permitted at VWC. I have received full information regarding VWC facilities and have had the opportunity to ask any questions that I wished. I have examined the climbing wall and have full knowledge of the nature and extent of all the risks associated with rock climbing, and rope climbing and the facilities at VWC, including, but not limited to: a. all manner of injury resulting from falling off the climbing wall and hitting the floor, the climbing wall, rock face, people or projections, whether permanently or temporarily in place; b. rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques; c. injuries resulting from the actions or omissions of others, including but not limited to falling climbers or dropped items, such as, but not limited to, ropes climbing hardware, wall parts or personal effects; d. cuts and abrasions resulting from skin contact with the climbing wall or any other surface; e. failure or misuse of ropes, slings, harnesses, climbing

holds, anchor points, or any part of the climbing wall; and f. failure to follow VWC staff instruction or failure to ask for information or assistance. I further acknowledge that the above list is not inclusive of all possible risks associated with the use of VWC and in no way limits the extent or reach of this assumption of risk, release and indemnification. I am aware of the safety policy recommending the use of a protective helmet which could prevent permanent brain damage or other injury in the event of an accident. I am also aware it is my responsibility to provide and use a protective helmet according to manufacturer's specifications. I am aware that there will be times where no supervision or assistance is available. I am also aware that if I am injured, become unconscious, suffer a stroke or heart attack, that there will potentially be

no one to respond to my emergency and this facility has no duty to provide assistance to me. Even though this facility is equipped with surveillance cameras, it is likely that should require immediate assistance, none will be provided.

2. RELEASE: In consideration of my use VWC facilities and/or participation in any program or competition by or held at VWC facilities, I hereby release and discharge VWC, their officers, owners, affiliates, agents and employees from any and all liabilities, suits, claims, demand actions or damages (including attorneys' fees and disbursement), and losses or costs of any nature whatsoever incurred by me or that are in any way related to or arising out of the use or intended use of VWC facilities whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful death including any such claims which allege negligent acts or omissions of VWC. The facility contains a number of cameras and web cams and I consent to the use of such devices. I understand that during the use of the facility, web-cams and cameras may record my activities. VWC reserves the right to use myself or my child(ren)'s likeness or images as well as any video recorded by the cameras and web- cams. I hereby grant VWC, its affiliated entities and their licensees the right to use my likeness or image and any and all video recorded by the cameras and web-cams for any purpose. Climbers are permitted to take personal photos at the facility in public areas only. Anything beyond reasonable use of photography equipment by a Participant for personal, non-commercial purposes shall require the express consent of VWC management.

3. INDEMNIFICATION: I hereby agree to indemnify and hold harmless VWC, their owners, members, affiliates, agents and employees, their successors, assigns or designers, engineers, installers of any equipment from any and all causes of action, claims, demands, losses and costs of any nature whatsoever arising out of or in any way relating to my use of the VWC facilities, including any such claims which allege negligent acts or omissions of VWC. I understand and agree that VWC and its personnel reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of VWC policies, rules and regulations or for any conduct that is viewed as unsafe or inappropriate. I permit VWC to capture any form of media, be it photo or video, and agree that any such media may be used for any and all purposes that VWC sees fit.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death. By signing this agreement, I waive the right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the facilities of

VWC, now or anytime in the future, whether caused by VWC negligence or that of its officers, agents or employees. I agree to pay for all legal fees accumulated by VWC, incurred by any claims made by me or on my behalf. I am at least 18 years of age and otherwise legally competent to sign this agreement. This assumption of risk, release and indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. (If under the age of 18, this release must also be signed and filled out below by the parent of the Minor). My participation in this activity and any and all activities at VWC is purely voluntary, and I elect to participate in spite of the risks. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the substantive law of Pennsylvania, without regard to its conflict of law rules. The parties hereby irrevocably consent to the exclusive jurisdiction for all matters arising

out of this letter agreement in the Court of Common Pleas of Northampton County Pennsylvania. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I have had sufficient opportunity to read this entire document. I have had the opportunity to ask questions about this document. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against VWC on the basis of any claim from which I have released them herein. In order to avoid any illness, serious injury, or death, VWC advises that you consult a physician before beginning an exercise program, or engaging in strenuous physical activities or diet/nutrition alterations.

_____

(Please Print)

_____

SIGNATURE

_____

DATE

PARENT/GUARDIAN ADDITIONAL INDEMNIFICATION, TO BE READ AND SIGNED BY LEGAL GUARDIAN OF MINOR

In consideration of the following listed minor(s) being permitted by VWC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless VWC from any and all Claims which are brought by, or on behalf of minor, and which are in any way connected with such use of participation by minors. I hereby state that I am the legal guardian of the minor(s) listed below. I am familiar with, consent, and agree to the terms and provisions set forth in this Assumption of Risk, Release and Indemnification for Valley Wellness Center.

(Dependent #1)	(Dependent #1) DOB
(Dependent #2)	(Dependent #2) DOB
(Dependent #3)	(Dependent #3) DOB

(Please Print)

SIGNATURE

DATE

Rev. 3/26/2019