

Vero Beach Tennis & Fitness Club 702 Timber Ridge Trail SW Vero Beach, FL 32962

Phone: (772) 569-7700

verobeachtennisclub@gmail.com www.verobeachtennis.net

REGISTRATION & WAIVER FORM

NOTICE: This one-time lifetime Registration Form and Release and Waiver of Liability and Indemnity Agreement must be completed and signed prior to any participation at the Vero Beach Tennis & Fitness Club or in any off-site programs associated with the Vero Beach Tennis & Fitness Club. (Parents/guardians must sign for minor children.) This is a general registration form and release and waiver of liability and indemnity agreement forever covering all participation in memberships, programs, or events offered by the Vero Beach Tennis & Fitness Club. Renewing participants need only complete this form due to change of information. All participants need to additionally complete a Membership Application Form or Program Registration form to utilize facilities and services of the Vero Beach Tennis & Fitness Club.

Primary Participant Name				Male Female	Local Address (Please include	City, State, Zip)		
Email		Date o	of Birth					
Home Phone	Work Phone		nergency		Alternate Address (Please incl	lude City, State, Zip)		
If Primary Participant is a minor, please complete								
additional mother/father/guardian information								
requested below:					11 (5 il (0 ll			
Name of Mother/Guardian				Name of Father/Guardian				
Home Phone - Mother	Work Phone – Mother		Cell/Emergency – Mother		Home Phone – Father	Work Phone – Father		·II/Emergency - Father
			elow on	ly if reg	istering for "Family	Membership"	categor	у
Additional Member #1		DOB		Male Female	Additional Member #4			☐ Male ☐ Female
Additional Member #2		DOB		Male Female	Additional Member #5			☐ Male ☐ Female
Additional Member #3		DOB		Male Female	Additional Member #6			☐ Male ☐ Female

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to utilize the facilities, services, and programs of Van Deinse Sports Group, LLC (dba Vero Beach Tennis & Fitness Club) and Van Deinse Global, LLC, henceforth collectively "The Companies", for any purpose

including, but not limited to observation or use of facilities or equipment, or participation in any on-site or off-site program or event affiliated with The Companies, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees, and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the premises of The Companies for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that those premises, all facilities and equipment thereon, and such affiliated programs or events have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation by the undersigned and such children. In further consideration of being permitted to enter the premises of The Companies for any purpose including, but not limited to observation or use of facilities or equipment, or participation in any on-site or off-site program or event affiliated with The Companies, the undersigned hereby agrees to the following:

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

The undersigned acknowledges that use of The Companies' facilities or equipment or participation in any of The Companies' programs or events involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by the participant's actions or inactions, those of other participants, the conditions in which the programs take place, the negligence of The Companies, its members, officers, employees, and agents (hereinafter referred to as "The Releasees"), or other causes, and hereby assumes full responsibility for and risk of all such bodily injury or property damage to the undersigned or such children due to negligence of The Releasees or otherwise while in, about, or upon the premises of The Companies and/or while using the premises or any facilities or equipment thereon or participating in any program or event affiliated with The Companies.

COVENANT NOT TO SUE

The undersigned on his or her behalf and on behalf of such children, hereby forever releases, waives, discharges, and covenants not to sue The Releasees from all liability to the undersigned or such children and all personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of The Releasees or otherwise while the undersigned or such children are in, upon, or about the premises or any facilities or equipment therein or participating in or being transported to or from any program or event affiliated with The Companies.

REPRESENTATION OF ABILITY TO PARTICIPATE

The undersigned acknowledges the nature of The Companies' facilities, programs, and events and represents that the participants are qualified, in good health, and in proper physical condition to participate in such facilities, programs, or events. Should the undersigned ever believe that any of the above representations have become untrue, or if the undersigned should ever believe that The Companies' facilities, programs, or events are no longer safe, then the undersigned agrees it will be his or her responsibility to immediately discontinue the participant's participation in those facilities, programs, or events.

INDEMNIFY AND HOLD HARMLESS

The undersigned hereby agrees to defend, indemnify and save and hold harmless The Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned or such children in, upon, or about the premises of The Companies or in any way observing or using any facilities or equipment of The Companies or participating in any program or events affiliated with The Companies whether caused by the negligence of The Releasees or otherwise.

PERMISSION TO USE PHOTOGRAPHS AND OPT-IN TO MAILING LIST

The undersigned gives permission to The Companies for the participant to appear in photographs, videotapes, or other media associated with programs of The Companies. If an email address is provided, the undersigned further agrees to have it added to electronic mailing lists of The Companies. Anyone may unsubscribe from these lists at any time by clicking on the "Unsubscribe" link provided in each mass mailing.

INAPPROPRIATE BEHAVIOR

Inappropriate behavior, conduct, and materials are prohibited on the premises of The Companies. This includes, but is not limited to, profanity or abusive language, attire, smoking, use of alcohol or drugs, weapons, fireworks, pornography, the removal or misuse of property of The Companies, or criminal conduct of any type. Such inappropriate behavior, conduct, or materials is unacceptable and The Companies consequently retain the right to deny or revoke registration and program participation to its applicants at the sole discretion of The Companies.

SEVERABILITY

The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read, understood, and voluntarily signs the Release and Waiver of Liability and Indemnity Agreement with full knowledge of its significance on behalf of himself or herself and his or her children, and understands that in doing so he or she has given up substantial rights. The undersigned further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

X	X	
Signature of primary participant or parent/guardian	Date	
X		
Printed name of primary participant or parent/guardian		
X	X	
Signature of additional adult registrant (19 years or older)	Date	
X		
Printed name of additional adult registrant (19 years or older)		
X	X	
Signature of additional adult registrant (19 years or older)	Date	
X		
Printed name of additional adult registrant (19 years or older)		