



# Memorial Park Fitness Room

## GUEST RELEASE OF LIABILITY AND REGISTRATION FORM

Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_ M  F  Phone # \_\_\_\_\_  
Home Address \_\_\_\_\_ Apt.# \_\_\_\_\_  
City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Email Address \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_  
Emergency Contact Phone # \_\_\_\_\_

### Memorial Park Fitness Room Rules

#### **For the safety and enjoyment of all fitness room guests:**

- Guests should obtain their doctor's approval before engaging in any exercise program
- Use of fitness equipment is at your own risk
- Guests must be at least sixteen (16) years of age
- Appropriate athletic clothing and footwear must be worn at all times
- Guests must use workout towels
- Equipment is to be used only as instructed on machines
- Guests must notify Memorial Park staff if Guests observe that equipment is unsafe and will not use the equipment until the unsafe condition is corrected
- Guests may leave belongings in designated areas only. The City cannot safeguard belongings and is not responsible for any lost or stolen items

#### **The following are prohibited:**

- Bathing suits, boots, sandals and open-toed or high heel shoes
- Smoking
- Food & open beverage containers. Only sports bottles containing water or sports drinks are allowed
- Cell phone use inside Fitness Room
- Unauthorized personal trainers or coaches

#### **Fitness Room Etiquette:**

- Wipe down equipment after use
- Limit use of cardiovascular machines to thirty (30) minutes while others are waiting
- Let others use the equipment during rest periods
- Put exercise equipment in its proper place after use

Guests must abide by the decision of Memorial Park staff regarding the interpretation of any rules governing the use of this facility. Any behavior or activity determined by the staff to be unsafe, hazardous, disruptive, inappropriate, or a violation of the rules is prohibited.

**WAIVER, RELEASE AND ASSUMPTION OF RISK:** In consideration of my use of the Memorial Park Fitness Room, I hereby waive, release and discharge all claims for damages for death, personal injury, or property damage which may occur as a result of my use of the fitness room, the exercise equipment or any activity incident thereto. This release discharges in advance the City of Santa Monica, its officers, agents, servants, volunteers, employees, and fitness trainers (hereinafter referred to collectively as "CITY") from liability even though that liability may arise out of the CITY'S active or passive negligence or carelessness. I acknowledge that some recreational activities, including exercise, involve an element of risk or danger of accidents, injury and even death, and knowing those risks, I freely and voluntarily assume the risk of injury and/or death and I promise not to sue or exercise any legal right to seek damages from CITY. By this Agreement, I also intend to waive, release and discharge all claims for personal injury, death or property damage caused by the condition of the fitness room or any equipment thereon including cardio equipment, weight machines, mats, free weights, exercise bands or balls. This WAIVER, RELEASE AND ASSUMPTION OF RISK also applies and extends to my personal representatives, assigns, heirs and next of kin.

I understand that this WAIVER, RELEASE and ASSUMPTION OF RISK form will remain on file with the CITY and that it will apply to the current season through June 2020.

I certify that I am in good physical condition and have no illness, condition or disability that prevents me from exercising and/or that will increase the risk of injury or impairment to my health. In addition, I authorize the CITY to provide or cause to be provided such medical treatment that may be necessary or appropriate if I am injured while using the fitness room and/or exercise equipment.

I hereby consent to the photographing, recording or reproduction in any other manner (including the use of videotapes and audiotapes) of my or my child's likeness, voice and/or fitness activities and further authorize CITY to make unlimited use of such reproductions, including but not limited to, broadcasting to the public of the reproductions over radio and television stations. I understand that I will not receive any monetary compensation, now or in the future, for participating. I hereby release and hold harmless CITY from any claims that may result from the use of such reproductions.

I have read and understand the rules and guidelines for use of the fitness room and its equipment, as posted on machines, and agree to abide by them. I understand that failure to abide by them may result in my expulsion from the fitness room.

---

Printed Name

---

Signature

---

Date