



VISITOR AGREEMENT

Name _____ Date of Birth: ____/____/____
 Address: _____ City: _____ State: _____ Zip: _____
 Home #: _____ E-Mail: _____
 Emergency Contact #: (____) _____ Name of Contact: _____

Valid for all Visits Beginning: ____/____/____ Fee Per Visit: \$20. (Fee subject to change at YVY's discretion).

How did you hear about us? () News Paper/Magazine () Poster () Mail () Word of Mouth - Specifically: _____

NOTICE TO VISITORS

Do not sign this Visitor Agreement before you have read the entire agreement. The Visitor is entitled to a completed copy of this Agreement. The Visitor acknowledges that this document is an Agreement and will become legally binding upon its acceptance by YVY Fitness Center. This Agreement constitutes the entire agreement between the parties; there are no collateral agreements, representations or guarantees, oral or otherwise, unless attached hereto. Any Visitor, who is under the age of 18, must have a parent or legal guardian co-sign this Agreement. The co-signer, along with the Visitor, agrees to be bound by all the terms and conditions of this Agreement.

DISHONORED CHECK, BANK DRAFT, OR CREDIT CARD: If any check, bank draft or credit card charge payable to YVY Fitness Center is not honored, YVY Fitness Center will assess a \$25 charge.

RELEASE AND WAIVER OF LIABILITY: I, for myself, my heirs, executors and assigns, have read and understand this waiver and have been fully informed of and acknowledge, assume and accept the risks inherent in the use of YVY Fitness Center services and facilities. I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of YVY Fitness Center and I release Yeled V'Yalda from any and all claims and liabilities resulting from the ordinary negligence of YVY Fitness Center and its owners, officers, employees or agents. I certify that I am in good physical health and am able to undertake and engage in the range of physical activities in which I choose to participate. I assume all responsibility for updating YVY Fitness Center of changes in physical and mental condition and for reporting all injuries sustained at YVY Fitness Center to the manager on duty at the time.

DISCLAIMER: Yeled v'Yalda is not responsible for any injury including death or loss of property to any person while on the premises or participating in the use of YVY Fitness Center and its facilities for any reason including but not limited to the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the premises.

In consideration of my participation in and the use of Yeled v'Yalda's premises, I hereby covenant not to sue and hereby release, Yeled v'Yalda, its directors officers, employees, representatives, agents and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of the use of the facilities and equipment of YVY Fitness Center, including but not limited to any loss injury damage, or liability sustained by me while on or about the premises.

I am fully aware and understand that YVY Fitness Center does not have on or about the premises, or employ or contract with, any medical services, nor provide for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.

I am also fully aware and understand that such losses, injury, disability or death may result from the actions, inactions or negligence on my part, on the part of others, by rules of play, or by the condition of the premises or equipment. AND

I am also fully aware and understand that fitness activities such as strength, flexibility, and or aerobic exercise, including the use of equipment, are potentially hazardous and involve the risk of injury. I understand that I am voluntarily participating in these activities, and I am using the equipment and facilities with knowledge of the dangers involved. I expressly agree to accept all of these risks. I hereby declare myself to be physically sound and suffering from no illness, impairment, disease, disability or other condition that would prevent or limit my participation in an exercise program or the use of exercise equipment or the facilities. I acknowledge that I have either had a physical examination, and have been given physician's permission to participate, or that I have decided to participate in an exercise program without the approval of my physician. I assume full responsibility for my use of YVY Fitness Center and shall indemnify Yeled V'Yalda, the owner of YVY Fitness Center, its affiliates, agents and employees against any and all liability arising out of use of the facilities.

I agree that immediately prior to participating in any activity occurring in or about YVY Fitness Center, I will inspect the facilities and equipment to be used and if any defect is apparent, I will not use the facilities or equipment, and I will notify the management of the defect.

I further agree that if I am not knowledgeable in the proper use of the facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment.

I further agree to indemnify and hold harmless Yeled v'Yalda, its directors, officers, employees, representatives, agents and lessees for any and all claims arising from my involvement in or receiving instruction for YVY Fitness Center's activities incidental thereto wherever, whenever and however the claims may arise including but not limited to, to and from YVY Fitness Center and/or related activity site and participation at remote sites.

I assume all the foregoing risks and accept personal responsibility for any damages and loss following, any loss of property, injury, permanent disability or death as a result thereof.

Visitor Signature _____ Date ____/____/____

*Signature of Parent or Guardian _____ Date ____/____/____ * Visitors under 18