

# PELTON RIDGE COUNTRY CLUB GUEST FORM

Date:

Club: Peloton Ridge Country Club, Ltd., dba Peloton Ridge Country Club

Primary Member Name:

Guest:

Name:

Address:

Phone:

Birthdate:

**1. LICENSE.** Subject to the rules and regulations adopted by the Club, Guest is hereby granted a non-exclusive license to use the Club's exercise equipment and public facilities on the Date hereof. This license is revocable at will by the Club and is not assignable. Upon termination Guest shall surrender all property belonging to the Club, remove all property belonging to Guest from the Club and vacate the Club premises. Any property not removed by Guest upon termination hereof shall be conclusively deemed abandoned and the Club may dispose of the same in any manner the Club deems expedient.

**2. MEMBER RESPONSIBILITY.** Primary Member agrees pay the Guest Fee of \$8.00, and to indemnify the Club against any loss, damage, claim or expense arising from or in any way relating to Guest's use of or presence at the Club premises.

**3. LIABILITY WAIVER.** Guest (on behalf of itself and its heirs and representatives) hereby expressly assumes the entire responsibility for, and all risk of, any loss, property damage, bodily injury or death resulting from or in any way connected with: (a) attendance at or participation in any activities at the Club; (b) the condition or use of the Club premises, facilities and equipment; and (c) the acts or omissions of any person in or around the Club premises. GUEST (ON BEHALF OF ITSELF AND ITS HEIRS AND REPRESENTATIVES) FURTHER COVENANTS NOT TO SUE, AND DOES HEREBY RELEASE, DISCHARGE, AND HOLD HARMLESS THE CLUB AND ITS OWNERS, PARTNERS, MANAGERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CREDITORS AND INSURERS ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND DEMANDS FOR ANY LOSS, PROPERTY DAMAGE, BODILY INJURY OR DEATH RESULTING FROM OR IN ANY WAY CONNECTED WITH: (a) ATTENDANCE AT OR PARTICIPATION IN ANY ACTIVITIES AT THE CLUB; (b) THE CONDITION OR USE OF THE CLUB PREMISES, FACILITIES AND EQUIPMENT; AND (c) THE ACTS OR OMISSIONS OF ANY PERSON IN OR AROUND THE CLUB PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF A RELEASED PARTY.** BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A RELEASED PARTY. **Guest Initial:** \_\_\_\_\_

**4. MISCELLANEOUS.** There are no oral representations, warranties, agreements, or promises by the Club not set forth herein, and this instrument may be amended only by an instrument in writing signed by the Club.

X \_\_\_\_\_

Primary Member

X \_\_\_\_\_

Guest

Print Guest's Name if under 18 yrs. old X \_\_\_\_\_

Any member who brings a guest under 18 yrs. old **must** have this form signed by the adult member, as well as the guest's parent or guardian. It is mandatory **all** guest's and accompanying members fill this form out prior to partaking in any activity at Peloton Ridge CC. Please drop form in lobby drop box.