

# GUEST WAIVER

Date \_\_\_\_\_

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

How did you hear about LifeStyleRx? \_\_\_\_\_

Is this your first time at LifeStyleRx? Y / N Reason for your visit? \_\_\_\_\_

***\*Must be 18 years or older\****

**Assumption of Risk, Liability & Indemnity** - Guest hereby acknowledges and agrees that the use of LifeStyleRx facility and Services involves the risk of property loss, substantial personal injury or even death.

GUEST RELEASES ANY AND ALL RESPONSIBILITY FOR PERSONAL INJURIES AND/OR PROPERTY LOSS/DAMAGE SUSTAINED BY ANY MEMBER OR ANY GUEST OF ANY MEMBER WHILE ON THE PREMISE, WHETHER USING EXERCISE EQUIPMENT OR NOT.

Guest assumes and accepts, on behalf of himself/herself and any minor child guest/member, the risk of injury and damage inherent in the use of LifeStyleRx facility and Services and hereby fully releases LifeStyleRx in consideration for use of the facility all and any damage claims arising out of LifeStyleRx's own negligence.

The undersigned hereby releases LifeStyleRx, Stanford Health Care ValleyCare, its shareholders, directors, officers, contractors, agents, volunteers, and affiliated entities from any and all liability and/or responsibility to member or any third party for any direct, indirect, punitive, incidental, or any damages whatsoever that arise out of or are related to member's use of the LifeStyleRx facility and Services or the negligence or other acts of LifeStyleRx members or guests using the facility and Services.

Additionally, guest shall indemnify, defend and hold LifeStyleRx, Stanford Health Care ValleyCare harmless against any and all claims for injury or damages asserted by any third party arising out of or relating to the conduct of guest, guest's family members or member's guests.

**Arbitration** - Any dispute, claim or controversy that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of applicability of this Agreement to arbitrate, shall be determined by arbitration in Pleasanton, CA, before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The arbitrator shall, in the award, allocate all of the costs of arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

I have read, understood the above information. Any questions I had were answered to my full satisfaction. Waiver will be held

Signature \_\_\_\_\_ Date \_\_\_\_\_

Expiration Date



Staff Notes

Driver's License Number