

activities waiver and release of liability



Adult's/Legal Guardian's Name(s) _____

Participant's Name _____

Section 1. Assumption of Risk & Release of Liability

The undersigned, for him and/or herself and on behalf of his and/or her minor children, if any (collectively, the "Users"), acknowledges that, prior to engaging in any activity in or about PJCC or sponsored by PJCC, the Users have been advised to consult with and receive the approval of a physician. The Users understand that activities involve risk of injury. The Users agree that they are entering upon and using the facilities and services of PJCC, or participating in PJCC sponsored activities, at their own risk, and the Users hereby assume the risk of injury. This agreement and assumption is a pre-condition to PJCC permitting the Users to enter onto or use PJCC's facilities or to participate in PJCC sponsored activities.

PJCC and its directors, officers, employees, agents, and affiliates shall not be liable and Users hereby expressly release and waive any claim of liability and agree not to sue any of the foregoing parties for bodily injury that occurs to any of the Users, or any guest of any User, or for any loss of or injury to the property of any of the Users or such guest, unless same arises from the gross negligence of PJCC. This release and waiver includes, but is not limited to any loss of or damage to the property of any User or such guest and is intended to be a complete release of any responsibility for personal injuries and/or property loss or damage sustained by any User or any such guest while at the PJCC premises or while participating in PJCC sponsored activities, unless same arises from the gross negligence of PJCC.

Section 2. Arbitration

The undersigned agree to resolve any and all claims, disputes or controversies arising out of or relating to usage of PJCC exclusively by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules. This includes, but is not limited to, claims related to fee disputes, personal injury and any other claim which may be asserted under the law of contract and/or law of tort and/or asserting a public policy or Constitutional claim. The laws of the State of California shall govern the dispute, and arbitration shall be conducted in San Francisco, California.

Section 3. Indemnification

The undersigned shall indemnify and hold harmless the PJCC, Club One Inc., and each of their agents, officers, directors, attorneys and employees from any claim, action or proceeding (collectively referred to as "proceeding") brought in any jurisdiction against any of the foregoing persons resulting from any action by the undersigned, their child or guest, whether by negligence or otherwise, while at the PJCC facilities or while participating in PJCC sponsored activities. This indemnification shall include, but not be limited to, any damages, fees and/or costs awarded against PJCC and their parties, or any of the foregoing categories of persons, and costs of suit, attorney's fees, and any other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the undersigned/minor children, PJCC and/or any other person defending such proceeding. The undersigned shall further indemnify PJCC and their parties for all costs, fees and damages which PJCC and their parties may incur in enforcing this indemnification provision. Modifications or additions to the pre-printed terms of this Agreement, other than the completion of existing blanks, are unauthorized and will not be honored by PJCC.

Section 4. Photography

Unless otherwise specified in writing, the undersigned give permission for photos to be taken for future brochures, or published anonymously on the PJCC website without compensation.

Section 5. Authorization

The undersigned acknowledge that they have carefully read this Agreement and fully understand its contents. The undersigned are aware that this is a release of liability and a contract between the undersigned/minor child and PJCC and/or its affiliated organizations and sign it voluntarily. This Agreement shall remain in full force and effect until PJCC receives written revocation executed by the undersigned.

Adult/Legal Guardian Signature* _____ Date _____

Adult/Legal Guardian Signature* _____ Date _____

* If participant is under the age of 18, then at least one parent must sign on behalf of the participant.

This section must be completed for all children under 18.

Emergency Contact Information

Emergency Contact Name 1 _____ Home/Cell # _____ Work # _____

Emergency Contact Name 2 _____ Home/Cell # _____ Work # _____

Current Medical Conditions & Allergies _____

Current Medications _____

Participant's Doctor _____ Phone # _____

Consent for Emergency Medical Treatment

As the Parent/Legal Guardian, I hereby give consent to PJCC to provide all emergency medical or dental care for _____
(Participant's Name)

Parent/Legal Guardian Name _____

Parent/Legal Guardian Signature _____