



510 A Prairie Lane
Cissna Park, IL 60924
Phone: 815-457-3311

Email: info@creeksideprairie.com

Printed Parent/Guardian/Adult Guest Name: _____

Spouse: _____

Address: _____ City: _____ State _____ Zip _____

Home Telephone: _____ Email: _____

Additional Family Members/Children/Guests for which I/we take responsibility:

- 1. _____ 4. _____
- 2. _____ 5. _____
- 3. _____ 6. _____

EXPRESS ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I/We, the undersigned Guest(s), on my/our own behalf, and behalf of all others who are listed as Guests under this Agreement, including my minor children, and my and their personal representatives, assigns, successors, heirs, and next of kin, (hereinafter collectively referred to as the "Guests"), acknowledge and agree that the use of the facilities, services, equipment or premises of Creekside Community Center, Inc. (the "Community Center") & Creekside Prairie LLC involves risk of injury to persons and property. Guests assume full responsibility for such risks for myself/themselves. The Guests agree and acknowledge that I/we/they have entered into the Agreement for use of the Community Center's facilities, services, equipment, or premises primarily for recreational purposes. In consideration of being permitted to enter the Community Center's facilities for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Guests agree to the following: the Guests do hereby release and hold the Community Center, its directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents harmless from all liability to all the Guests, and any of my/their personal representatives, assigns, heirs and next of kin for any loss or damage sustained by any of the Guests. The Guests hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Guests and property damages sustained by any of the Guests, whether caused by the negligence of the Community Center or otherwise, while any of the Guests is in, upon, or about the Community Center's premises, or while using the Community Center's facilities, services, or equipment or while participating in any Community Center activity.

This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release"), includes, but is not limited to, claims based on the following: the Community Center's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, including personal training, or inadequate security, staffing, or lifeguards, the Guests' use of the Community Center's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Community Center or any location in which the Club operates, including, but not limited to public facilities.

Such facilities include, but are not limited to: exercise equipment, exercise rooms, weight rooms, locker rooms, sidewalks, parking lots, stairs, pool, whirlpool, spa, sauna, steam room, gymnasium, kitchen, or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Guests, or others in supervised or unsupervised activities at the Community Center, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Community Center's facilities, or otherwise, or while participating in any of Community Center's programs, classes, or activities, and accidental injuries occurring anywhere in or about the Community Center, including its dressing rooms, showers and other facilities.

Guests acknowledge that the pool area is not staffed by lifeguards and further agree to abide by all rules and regulations established by the Community Center.

The Guests also agree to indemnify and hold the Community Center harmless from any loss, liability, damage or cost that the Community Center may incur due to the presence of any of the Guests in, upon, or about the Community Center's premises or in any way observing or using any of the Community Center's facilities, services or equipment, whether caused by a Guest's negligence or otherwise. The Guests further expressly agree that the Release is intended to be as broad and as inclusive as permitted by the law of the state of Illinois, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

On behalf of the Guests, I acknowledge that I have carefully read this Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this Release, I, and all of the Guests are giving up any rights I or any and all of the Guests may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product on its premises.

I represent that I have the actual authority to, and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Guests. I have read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

Date: _____ **Parent/Guardian/Adult Guest Signature:** _____

Date: _____ **Spouse Signature (if applicable):** _____

Printed Parent/Guardian/Adult Guest Name: _____

Printed Spouse Name: _____

Creekside Staff Signature: _____ **Printed Name** _____

ALL GUESTS UNDER THE AGE OF 18 MUST HAVE A GUEST WAIVER SIGNED BY A PARENT OR LEGAL GUARDIAN AND WITNESSED BY A MEMBER OR STAFF MEMBER