

FREAKY FRIDAY

PARENTS NIGHT OUT

(AGE 3-13)

*Join us for ghoulish games,
creepy crafts and monster
movies. Bring your
trick-or-treat bag
for toys and candy!*

FRIDAY, OCTOBER 30

5:00-9:00PM

\$25 MEMBER/\$35 NON-MEMBER



YOUTH

JULIE STALEY
303.770.2582 x287
JULIES@GREENWOODATC.COM



**GREENWOOD ATHLETIC
AND TENNIS CLUB**

THE *Best* PART OF Your **KIDS'** Day!®

5801 SOUTH QUEBEC STREET | GREENWOOD VILLAGE, CO 80111 | GREENWOODATC.COM/YOUTH

Youth Programs

Date _____ Chit # _____ Amount Paid _____ Staff Name _____

Call **Julie** with any questions 303.770.2582 x287

PARTICIPANT AGREEMENT, WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION - Revised 09-28-2011

In consideration of access to and use of the facilities, equipment, events or activities, and the services of JAG Management Group, LLC, the Greenwood Athletic and Tennis Club ("GATC"), the Greenwood Athletic Club Metropolitan District (the "District"), their agents, owners, officers, managers, volunteers, participants, employees, independent contractors, consultants and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "Releasees"), I hereby agree, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- I hereby acknowledge, understand and assume the risks and potential dangers arising from the conditions and use of GATC facilities, equipment and premises, including without limitation swimming facilities, inflatable devices and other amusement activities, and participation in GATC events and/or activities, which may occur on, off, or about GATC premises. Furthermore, I hereby acknowledge that the risks include, among other things: drowning; slipping and falling; collision with fixed objects or people; the exposure to insects; exposure to the elements could cause cold water shock, sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; ability to swim and/or follow directions; falling off of or being thrown from the inflatable; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, and bruises; cardiac related illness; the negligence of participants, or other persons who may be present; equipment failure or operator error; my own physical condition, and the physical exertion associated with this activity.
- I acknowledge and understand that included within the scope of this waiver and release is any cause of action arising from the performance or failure to perform construction, maintenance, inspection, supervision or control of GATC facilities, equipment and premises and/or from the failure to warn of dangerous conditions existing at said facilities, equipment or premises.
- I hereby voluntarily relinquish and release, discharge, and agree to indemnify and hold harmless, now and forever, Releasees from any and all claims, demands, liability or causes of action for personal injury, property damage, or death occurring to me or to anyone else, by whomever or wherever made or presented caused by or arising from my presence at or use of the GATC, or GATC facilities, equipment, events, programs or activities, which may occur on, off, or about GATC premises, including but not limited to injury or damage caused by negligence or omission on the part of Releasees.
- Should Releasees or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- In the event that I file a lawsuit against Releasees, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
- I hereby consent that photographs and/or video taken by GATC may be used by GATC for promotional materials, including the website. I understand that these photos and/or videos will be used only for promotional purposes, and will not be given to other parties for any purpose other than to promote the GATC. I may request that GATC cease from using any particular photo or video in future materials or promotions, by providing written notification to the GATC General Manager or Director of Marketing. Materials that are already in existence or production at the time I provide such written notice may continue to be used until supplies are exhausted.
- I hereby agree to abide by the rules and regulations of the GATC as they may be amended from time to time.
- This agreement and the rules and regulations of the GATC, as adopted and amended from time to time, set forth the entire agreement between the Releasees and me regarding liability. I have not relied on any representations made by or on behalf of the Releasees regarding this agreement. Nothing herein shall be deemed a waiver of the rights, privileges and limits on liability provided to the District by the Colorado Governmental Immunity Act, section 24-10-101, *et seq.*, C.R.S.
- I have had sufficient time and opportunity to read this entire agreement. I have read and understood it and agree to be bound by its terms.

Non-Member Participant Name _____ Signature _____ Date _____

NON-MEMBER PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Releasees to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Releasees from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Name(s) _____ Signature of Parent/Guardian _____ Date _____

All Non-Members must present photo id prior to entrance into the club. (Revised 09-28-2011)

++++
++

Program _____ Day(s) _____ Time(s) _____ Member Non-Member

Participant #1 _____ D.O.B _____

Participant #2 _____ D.O.B _____

Address _____ City _____ State _____ Zip _____

Phone (C/H) _____ Parent's Name _____

E-Mail Address _____

Bill Membership # _____ Check # _____ Visa/MC _____ Exp _____