



Guest/Employee Registration/Waiver

Date _____ Guest/employee of **EAST COAST C-CERPANTS**
Member's Name _____ Member Number _____

Name of Guest/employee _____ Birthdate _____ Telephone _____

Address _____ Email address _____

WAIVER/RELEASE OF LIABILITY

Because physical exercise can be strenuous and can subject a guest/employee to risk of serious injury, Kennedy Fitness urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. Guest/employee acknowledges and agrees that if he/she engages in any physical exercise or activity, or uses any club amenity on the premises, or off premises (including any sponsored club event), or utilizes any part of the club facility, the guest/employee does so entirely at his/her own risk. Any recommendations for changes in diet, including the use of food supplements, weight reduction and or body building enhancement products are entirely your responsibility and guest/employee should consult a physician prior to undergoing any dietary or food supplement changes. Guest/employee agrees that if he/she is not knowledgeable in the proper use of any of the club's equipment or facilities, guest/employee will request and obtain proper instruction from a qualified employee prior to using such equipment or facility. Guest/employee agrees that he/she is voluntarily participating in these activities and that all exercise and use of all equipment, the facilities and premises are at the sole risk of guest/employee and guest/employee assumes all risks of injury, illness, or death. Guest/employee assumes all risks of injury, illness or death. Guest/employee hereby releases Kennedy Fitness, its owners, shareholders, directors, officers, employees, representatives, agents and lessees from, and covenants not to sue for, any and all present and future claims resulting from guest/employee's use of the facilities, amenities, services and equipment of the club. This waiver and release of liability includes, but is not limited to, all injuries, loss or damage which may occur as a result of, (a) guest/employee's use of all amenities and equipment in the facility or on the property, and guest/employees' participation in any activity, class, program, personal training session or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) our instruction, training, supervision, or dietary recommendations, and (d) guest/employee's slipping and/or falling while in the club, or on the club premises, including in/on locker rooms, restrooms and adjacent sidewalks and parking areas. Guest/employee acknowledges that he/she has carefully read the waiver and release set forth in these paragraphs and fully understands that it is a release of liability. Guest/employee expressly agrees to release and discharge Kennedy Fitness and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and agrees to voluntarily give up or waive any right that guest/employee may otherwise have to bring a legal action against the club for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Kennedy Fitness, its agents, and employees. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. By signing this contract, which includes this release, I acknowledge that I understand its contents and that this release cannot be modified orally. Guest/employee agrees that any disputes or claims arising out of this Agreement shall be settled by arbitration in the Twps of Berlin, Cherry Hill, Harrison, Medford or Mt. Laurel, all in NJ, or the City of Turnersville, NJ in accordance with the rules and regulations of the American Arbitration Association or its successor organization utilizing the laws of the State of New Jersey. A judgment on any award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction and shall be final and binding on the parties. Each party shall bear its own expense in connection with the arbitration and shall share equally the administrative fees and incidental expenses imposed by the American Arbitration Association in conducting the arbitration to its conclusion. Guest/employee hereby expressly waives and relinquishes all rights to a trial by jury and punitive and exemplary damages for any such claim or dispute.

Signature _____

Date _____



KENNEDY FITNESS GUEST/EMPLOYEES RULES AND REGULATIONS

As a guest/employee of Kennedy Fitness, I understand and will strictly adhere to the following rules and regulations of Kennedy Fitness.

- Water only is permitted on the exercise floor. No food, gum or drinks may be consumed anywhere other than in the juice bar or lobby. Gym bags are not permitted on the exercise floor.
- Adequate-sized towels must be placed on all equipment. Guest/employees must provide their own towel. Towels are for sale at the front desk of each club.
- No loud or inappropriate noise or behavior in the club.
- All weights must be re-racked and returned to their proper place. Please do not drop weights.
- Guest/employees are not permitted to conduct personal training sessions for other patrons or instruct any person in the facility.
- Dress Code - Clean: T-shirts, sweat shirts, sweat pants, exercise leotards, athletic shorts, and sneakers. No belt buckles, riveted attire (ie. jeans), work clothes or work boots permitted. Bare feet, sandals, moccasins, flip-flops or any open-toed or toes shoes (ie., Vibrams) are prohibited (unless in the pool area only).
- Showering is mandatory before entering the swimming pool.
- Individuals wishing to take pictures or use video in or on Kennedy Fitness premises MUST have written prior approval from management staff. Guest/employees involved in individual workouts such as weight lifting, aerobic dance, swimming, cardiovascular exercise and / or climbing cannot be photographed unless their written consent has been given and the written permission of Kennedy Fitness management has been granted. There is a Kennedy Fitness model release form for these instances. Violations of these rules related to the production of video or photograph that is non-consensual may result in discontinuance of privileges in ALL Kennedy Fitness facilities. Kennedy Fitness reserves the right to have the recordings / photographs made in our facility removed from all viewing formats.
- If you wish to use the lockers, please bring your own lock. Remember – lockers are for daily use only. Kennedy Fitness is not responsible for any lost or stolen property of guest/employees, employees, or any invitees.
- Spin bikes may be reserved by signing the spin class attendance log at the front desk up to 30 minutes prior to class commencement.
- Headsets must be used on all small TVs and personal stereos at all times.
- No solicitation or promotion of any sort is permitted on Kennedy Fitness property.
- Daycare has a two-hour maximum. Parents must remain on the premises at all times.
- Guest/employees must refrain from profanity and rude, inconsiderate, inappropriate, disrespectful, or aggressive conduct directed towards employees, members or visitors of Kennedy Fitness at all times whether inside the clubs or outside on Kennedy Fitness property. Guest/employees may not interfere with the conducting of business at Kennedy Fitness.
- Kennedy Fitness' hours of operation are: **Monday thru Friday 5:00 AM -11:00 PM**
Saturday 7:00 AM - 8:00 PM
Sunday 8:00 AM - 6:00 PM
- Regular Daycare hours are: **Monday thru Friday 8:30 AM – 12:00 PM**
Monday thru Thursday 5:00 PM – 8:00 PM
Saturday 9:00AM-12:00PM
- Pass to facility includes free class only and excludes sessions from professionals, ie. Nurses, personal trainers, Pilates reformer, TRX, XM, swim, etc.

Printed Name

Signature

Date



KENNEDY FITNESS

A Jefferson Health Affiliate

Additional guests/swimmers that are associated with the primary swimmer noted on the main page should be listed in this section. Anyone that enters the facility to watch, drop off, or pick up a swimmer at any point should be listed here. No one should be in the gym without a completed waiver.

Thank you!

Name of Guest/employee _____ Birthdate _____

Telephone _____

Address _____

Email Address _____

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