

# Access Card Agreement *GUEST PASS*

**Mission Bay Community Association, Inc.**

VILLAGE \_\_\_\_\_ MB- \_\_\_\_\_ PAID/OWES \$ \_\_\_\_\_

MBCA MEMBER NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

**OUT OF AREA GUESTS WHO ARE RESIDING AT A MBCA RESIDENT'S HOME**

**DATES VISITING** \_\_\_\_\_

**To use the Facilities Guest must:**

- Guest(s) ages 13 and older must purchase card(s) for \$25.00 to get access to our facility. The card will only be active during your guest's visit (not to exceed 30 days). Payments are in cash, check or credit card. Purchases are nonrefundable.
- Provide Driver License or Passport.
- Children ages 13 & 14 may use the pool unaccompanied by an adult. If using the gym must be accompanied by an adult 18 years of age or older.

**Please keep in mind that EACH Visitor will need their OWN ACCESS CARD to gain entry.**

**\*\*A Member who loans their access card out and makes entry to the Facilities possible for someone who is not a member (whether family member, guest, friend, etc.) will be subject to suspension of their Access Card.**

<b>GUEST INFORMATION</b>			
Guest Name	DOB	Card#	Date Issued
Guest Name	DOB	Card#	Date Issued
Guest Name	DOB	Card#	Date Issued
Guest Name	DOB	Card#	Date Issued
Emergency Contact	Relationship	Emergency Contact Phone	
<b>RELEASE, WAIVER AND ASSUMPTION OF RISK</b>			
<p>This waiver and release of liability includes, without limitation, all injuries which may occur as a result of your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction and the sudden and unforeseen malfunctioning of any equipment.</p>			
<b>OWNER/RESIDENT REQUIRED SIGNATURE</b>			
<b>Signature</b>			<b>Date</b>

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR GYM USE AT MISSION BAY COMMUNITY ASSOCIATION

**DISCLAIMER:** Mission Bay Community Association is not responsible for any injury, including but not limited to death, or loss or property to any person suffered whole on the premises or participating in the use of the Fitness Center for any reason, including but not limited to the utilization of any equipment or the playing, practicing, or watching of any activity occurring in or about the Fitness Center.

1. In consideration for my participation in and the use of the Fitness Center, I \_\_\_\_\_ (“Resident”) hereby release and covenant not to sue the Association, its affiliated or related entities, officers, directors, agents, representatives, servants, and employees from any and all present and future claims resulting from ordinary negligent and inherent risk of use of the facilities and equipment of the Fitness Center, including, but not limited to, any loss, injury, damage, or liability sustained by me whole on or about the premises of the Fitness Center.
2. I am fully aware and understand that the Association does not have on or about the Fitness Center, or employ or contract with any medical services, provisions for ordinary or emergency medical services, including, but not limited to emergency cardiovascular assistance.
3. I am fully aware and understand that such losses, injury, disability, or death may result from the actions, inactions, or negligence on my part, on the part of the Association, on the part of others, the rules of play, or the condition of the Fitness Center premises and equipment.
4. I agree that immediately prior to participating in any activity occurring in or about the Fitness Center, I will inspect the facilities and equipment to be used, and if any defect is apparent, I will not use the facility or equipment, and I will immediately notify the Associations management of the defect.
5. I acknowledge that, prior to taking part in any exercise, exertion, or physical activity, strenuous or otherwise, I have consulted with a physician and obtained a medical determination that I am healthy enough to take part in such an activity.
6. To the fullest extent of the law, I further hereby agree to indemnify, save, defend and forever hold harmless the Association, its affiliated or related entities, officers, directors, agents, representatives, servants, and employees from any and all liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgements, obligations, claims and expenses, including but not limited to reasonable attorney’s fees and associated costs (whether pre-trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property however caused, or from any matter whatsoever arising from or in connection with my use of the Fitness Center facilities or equipment, or for any injury, including but not limited to death, or loss or property to any person suffered while on the premises or participating in the use of the Fitness Center facilities for any reason, including but not limited to, the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the Fitness Center premises, wherever, or however the claims may arise including, but not limited to, travel to and from the Fitness Center. I assume all of the foregoing risks and accept personal responsibility for any and all damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.

**I HAVE READ AND FULLY UNDERSTAND THE ABOVE RELEASE, WAIVER, ASSUMPTION OR RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTAINABLE RIGHTS BY SIGNING THIS RELEASE, WAIVER, AND ASSUMPTION OF RISK. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND SIGN IT VOLUNTARILY.**

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_