

Middlebury Racquet Club Waiver

P.O. Box 365, 950 Southford Rd, Middlebury, CT 06762 Phone 203-758-1727 Fax 203-758-1777

Name: _____ Phone: _____

Street: _____ Cell: _____

City: _____ Date of Birth: _____

State: _____ Zip: _____ Email: _____

Additional family members covered by this contract:

<u>Name</u>	<u>DOB</u>	<u>Email</u>	<u>Name</u>	<u>DOB</u>	<u>Email</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Emergency Contact _____ Phone _____

By signing below I agree that Middlebury Racquet Club is in no way responsible for the safekeeping of my personal belongings while I attend class. It is further expressly agreed that all exercises shall be undertaken by me (and any family member that is linked by account in Club Automation) at my (our) sole risk and that Middlebury Racquet Club shall not be liable to me (us) for any claims, demands, injuries, damages, actions or causes of action, whatsoever, to my (our) person or property arising out of or connected with the use by me (us) of the services and facilities of such IMRC, LLC dba Middlebury Racquet Club, Cobbler Group LLC, its servants, agents or employees.

Cancellation Policy

There is a 24 hour cancellation policy for court time, lessons and clinics. If you cancel within less than 24 hours and we are unable to sell your court or replace you in a lesson or clinic, you will be charged for the full cost of your court, lesson or clinic. *This will temporarily be waived for our 2020-2021 season for all cancellations within 24 hours if a player is feeling sick.

Warranty of Fitness

I (we) warrant that I (we) are in good physical condition, and that I (we) have no impairment or ailment preventing me (us) from engaging in active or passive exercise that will be harmful to my (our) health, safety, comfort or physical condition if I (we) do engage or participate.

COVID Release

In consideration of being allowed to participate in any way in any program, event, or activity sponsored or authorized by IMRC, LLC dba Middlebury Racquet Club, Cobbler Group LLC, and/or any affiliated member, I the undersigned, acknowledge, appreciate, and agree that: I am aware there are risks to me (and any family members linked by account in Club Automation) of exposure to, directly or indirectly, arising out of, contributed to, by, or resulting from an outbreak of any and all communicable diseases, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless IMRC, LLC, Cobbler Group LLC and it's affiliated members, and their respective officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct any program, event, or activity (releasees), from any and all claims, demands, losses, and liability arising out of or related to any illness, injury, disability or death I may suffer, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily and freely without inducement.

Member Signature: _____

Date: _____

Club Representative: _____

_____ Check here if you DO NOT want tennis photos of you (your family) used on MRC website or other social media.