

NEXGYM

Guest Information: _____ Date: _____ Time: _____

Child's Name(s): _____

Birth Date(s): _____ Gender: _____

Email: _____

Mother's Name: _____ Father's Name: _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Mother / Father's
(please circle one)
Cell Phone: _____

Consent for Medical Treatment:

In the event that the parent(s) or authorized persons cannot be reached during a medical emergency, I give consent for NEXGYM® to secure any and all necessary emergency medical care for my child. I do not hold NEXGYM® liable for any medical decisions or treatments made on behalf of my child.

Parent or Legal Guardian Signature _____

Date _____

Does your child have any allergies, injuries, or pre-existing conditions we should be aware of? Please specify.

How did you hear about us?

Friend School Doctor Newspaper Magazine Other _____

GUEST AGREEMENT ASSUMPTION OF RISK

Participation in the programs naturally involves the risk of injury, whether Participant or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk on behalf of Participant and agrees that NEXGYM® will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to Participant resulting from the negligence or other acts of NEXGYM® or anyone else using the facilities or participating in Programs. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves Participant, the undersigned agrees to (i) defend NEXGYM® against such claims and pay NEXGYM® for all expenses relating to the claim, and (ii) indemnify NEXGYM® for all obligations resulting from such claims.

WAIVER OF LIABILITY

The undersigned understands that although NEXGYM®'s facilities, equipment, classes, and activities are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment and enrollment in the programs may result in injury. Therefore, the undersigned agrees to specifically assume all risk of injury for Participant while Participant is using any of NEXGYM®'s facilities, equipment, services or enrolled in the programs and hereby waives any and all claims or actions that may arise against NEXGYM® or its owners, employees, contractors, volunteers as a result of such injury. These risks include, but are not limited to: (1) Injuries arising from Participant's use of any equipment in connection with the programs, (2) Injuries or medical disorders arising from Participant's participation in the programs (4) Actions taken or decisions made by NEXGYM®, its staff members, or volunteers regarding medical or survival procedures for Participant.

MEDIATION & ARBITRATION

The undersigned agrees to engage in good faith efforts to mediate any dispute that might arise. The undersigned also agrees that if a legal dispute arises, an attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by the Texas courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the undersigned agrees to submit the dispute to binding arbitration through the American Arbitration Association in Texas.

POLICIES, RULES AND REGULATIONS

The undersigned acknowledges the existence and the need for rules and regulations in the Programs. The undersigned hereby agrees that he or she as well as Participant will comply with all policies, rules and regulations established for NEXGYM®'s programs. NEXGYM® reserves the right to cancel programs with low enrollment. NEXGYM® may remove any child for conduct that is deemed detrimental to the program or NEXGYM®, including, but not limited to showing respect for others, treating equipment properly and following directions provided by NEXGYM® staff members.

Parent or Legal Guardian Signature _____

Date _____