

# ***PRC FITNESS MEMBERSHIP***

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**30850 Hawthorne Blvd., Rancho Palos Verdes, CA 90275 (310) 541-2523**



## **APPLICATION and WAIVER FORM**

Peninsula Racquet Club (PRC) is a non-profit, member owned Equity Membership club. All Tennis memberships are “Family Memberships”, whether the membership belongs to a single person, a married couple, or a family with children 18 and under. Members who have unmarried children under the age of 25 who are students residing at home may continue enjoy all the privileges of the tennis membership.

PRC is now pleased to offer both Tennis and Fitness club amenities, expanding our wide array of tennis programs with a fitness facility. The fitness facility offers individual and group workouts under the watchful eye of NSCA certified trainers with many years of high performance, rehabilitation and sports specific training experience. All individuals need to have their own Fitness Membership and minors under the age of 16 need to be accompanied by an adult or in a session with a PRC Fitness Trainer.

Along with its breathtaking view, the PRC Fitness Facility offers state of art training equipment from 2 Rig Style racks to various cardiovascular machines, resistance bands, rubber medicine balls, battle ropes and plyometric boxes. The club prides itself on providing a variety of different training platforms and challenge levels. With many years of experience the trainers are willing to address specific needs and help structure a training plan in order for PRC Fitness members to reach their own personal goals. If you have any questions, please do not hesitate to contact the Fitness Director at your convenience at (310) 541-2523.

# ***PRC FITNESS CLUB EQUIPMENT LIST***

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## **CARDIOVASCULAR:**

- 3 Fitness Exercise Cycle Bikes with LCD Monitor & Heart Pulse Sensors
- Fully-Adjustable Health Sport Trainer Stationary Bicycle

## **TRAINING RACKS:**

- 2 Custom Rig Style Racks with Monkey Bars
- 4 Full Squat Racks
- 2 Incline/Decline Benches

## **PLYOMETRICS:**

- 2 Foam Plyo Boxes
- 2 Battle Ropes

## **CORE TRAINING:**

- 18 Rubber Medicine Balls
- 3 Swiss Balls
- Resistance Bands

## **WEIGHTS:**

- Rubber Hex Full Dumbbell Set
- Vertical Olympic Plates

## **TRAINERS:**

- 2 Certified NSCA Trainers with many years of experience in Movement Functionality Training, Rehabilitation, Injury Prevention and High Performance/Elite Sports Training.

# Application for Fitness Membership

30850 Hawthorne Blvd., Rancho Palos Verdes, CA 90275 (310) 541-2523

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CITY: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SPOUSE'S NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ MARITAL STATUS \_\_\_\_\_

LIST NAMES OF DEPENDENT CHILDREN (UNDER 16), WHO WILL BE ADDING A FITNESS MEMBERSHIP

\$75\_\_ NAME \_\_\_\_\_ AGE \_\_\_\_\_ BIRTHDAY \_\_\_\_\_

\$75\_\_ NAME \_\_\_\_\_ AGE \_\_\_\_\_ BIRTHDAY \_\_\_\_\_

\$75\_\_ NAME \_\_\_\_\_ AGE \_\_\_\_\_ BIRTHDAY \_\_\_\_\_

**ALL MINORS UNDER 16 YEARS OF AGE NEED TO BE ACCOMPANIED BY AN ADULT OR BE IN THE PRESENCE OF A CERTIFIED PRC TRAINER OR COACH.**

## FITNESS MEMBERSHIP OPTIONS:

\$175 \_\_ First 25 Early-Bird Special for current PRC TENNIS MEMBERS ONLY

**SOLD OUT!** \_\_ (Annual/ 12 Months from inception)

**\$225 \_\_ Additional 25 Memberships** (Requires PRC TENNIS EQUITY MEMBERSHIP Status)  
(Annual/ 12 Months from inception)

**\$375 \_\_ 25 Fitness Only Memberships** (PRC Tennis membership not required)  
(Annual/ 12 Months from inception)

## APPLICATION:

I am applying for a Fitness Membership at Peninsula Racquet Club located at 30850 Hawthorne Blvd, Rancho Palos Verdes, California. I represent and warrant that I am 18 years of age or older and all facts and information set forth above and/or in the Membership Application dated this date (the "Application") are true, correct and complete.

## ANNUAL PAYMENT:

All Fitness Membership Payments must be paid in full upon signing the contract and will have a term of twelve (12) months from the date of the Start Date (or if none is specified, then the date of the contract).

## CANCELLATION:

I (or my legal representative) understand that this contract and the PRC Fitness Membership is non-refundable and cannot be cancelled but will expire within 12 months from the date of signing. It is also understood that this contract cannot be converted or passed on to any other person or family member and can only be used by the individual signing this document.

**PRC FITNESS USAGE:**

It is understood that the PRC Fitness Membership can only be used by the individual on this document and an additional fee of \$75 for each added Family Member will apply on the date of signing.

**OUTSIDE TRAINERS:**

By signing this contract, I agree to comply with all PRC Fitness Membership rules and I understand that, under no circumstances, will I bring any outside person or non-fitness members into the gym with me. I also recognize that PRC Fitness has certified fitness trainers on staff and they are the only individuals permitted to offer training services in the fitness facility.

**I HEREBY APPLY FOR A PRC FITNESS MEMBERSHIP TO THE PENINSULA RACQUET CLUB AND AGREE TO COMPLY WITH, AND BE BOUND BY, THE RULES AND REGULATIONS AND BY-LAWS OF THE CLUB, AS THEY NOW EXIST AND AS THEY MAY BE AMENDED OR SUPPLEMENTED BY THE BOARD OF DIRECTORS.**

**APPLICANT'S SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

<b>PRC Office Use Only</b>	
<b>Application Received By:</b>	_____
<b>Initiation Fee Received:</b>	_____
<b>Monthly Dues:</b>	_____
<b>Payment Plan:</b>	_____
<b>Check #:</b>	_____
<b>Notes:</b>	_____

## **PRC FITNESS MEMBERSHIP LIABILITY WAIVER**

As a condition to my fitness membership with the Peninsula Racquet Club, a California Corporation ("Company") and/or my use of the Company's fitness facility located at 30850 Hawthorne Blvd, Rancho Palos Verdes, CA 90275 ("PRC FITNESS"), and in consideration thereof, the undersigned person, on behalf of himself or herself and his or her representatives, employers, affiliates, heirs, successors and permitted assigns (collectively "I" and the forms "me", "my" or "Member"), hereby represents, warrants and covenants as follows (the "Release"): I am aware that participation in the practice of physical activity, personal training and group fitness, including, without limitation, the PRC FITNESS system and any teacher training related thereto or under the guidance of any PRC FITNESS instructor, and use of the PRC facility and all equipment, amenities and services thereof (collectively, "Covered Activities") involves inherent risks that may result in serious illness, injury, death, or property damage. These inherent risks include, but are not limited to, the risks of property damage, illness, bodily injury, dismemberment, disability, heart attack, stress, possible paralysis, or death. I acknowledge that I am knowingly and voluntarily participating in the Covered Activities with knowledge of the risks of accidents and injuries and the hazards inherent in such activities. I acknowledge that I have been given the opportunity to ask questions concerning the Covered Activities, and all such questions have been answered to my satisfaction. I further represent that I am in good physical and mental health and that I do not suffer from any physical or mental impairment, disease, ailment, injury or other condition that limits my ability to participate in the Covered Activities. I acknowledge that my participation in any of the Covered Activities is completely voluntary, that I am fully aware of the risks and hazards associated with the Covered Activities, and hereby elect to voluntarily assume all such risks and voluntarily attend and/or participate in the Covered Activities as evidenced by execution of this Release.

IN CONSIDERATION OF PARTICIPATING IN THE COVERED ACTIVITIES I HEREBY PERSONALLY AND VOLUNTARILY ASSUME ALL RISKS THEREOF, INCLUDING, WITHOUT LIMITATION, PARTICIPATION IN ANY GROUP FITNESS CLASSES, PERSONAL TRAINING SESSION WITH PRC FITNESS INSTRUCTION, WHETHER FORESEEN OR UNFORSEEN, KNOWN OR UNKNOWN, THAT MAY OCCUR WHILE I AM PARTICIPATING IN THE COVERED ACTIVITIES. I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, EMPLOYERS, AFFILIATES, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, WAIVE, HOLD HARMLESS, AND PROMISE NOT TO SUE COMPANY OR ANY OF ITS AFFILIATES OR SUBSIDIARIES OR ANY OF THEIR RESPECTIVE EMPLOYEES, STAKEHOLDERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") IN CONNECTION WITH ANY AND ALL ILLNESS, INJURY AND/OR LOSS (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM MY PARTICIPATION IN ANY OF THE COVERED ACTIVITIES, WHETHER CAUSED BY AN ACT OR OMISSION, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, including without limitation, any claims (including attorneys' fees and costs) arising out of or in connection with the following: (a) any illness, injury to me or to any property belonging to me arising as a result of my active or passive participation in the Covered Activities, including, without limitation, any use of the PRC FITNESS or any such activities at the instruction or under the supervision of any Company trainers or personnel; (b) any actions or omissions by any

third party, including any other person, member or instructors; and (c) any illness, injury to me or to any property belonging to me arising while I am participating in any Covered Activities. The waiver and release of claims shall extend to all claims against any Released Party that were or could have been brought in any foreign or domestic forum, judicial or administrative, by or on behalf of me. I understand that my rights under California Civil Code §1542 or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code, with respect to any claims against the Released Parties are expressly waived. California Civil Code §1542 provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTION OF THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." I further agree to indemnify, defend, and hold harmless any and all of the Released Parties from any and all liabilities, claims, demands, expenses, damages, losses, causes of action, attorneys' fees and costs of defense for, or on account of, death, personal injury, property damage and any other loss of any kind resulting from or related to (i) my participation in the Covered Activities, (ii) my presence at PRC FITNESS, or (iii) the terms, conditions or enforcement of the terms of this Release. I further state that I am of lawful age and legally competent to sign this Release. I have carefully reviewed this Release, fully understand the terms and conditions hereof, and have had the opportunity to consult with legal representation prior to entering into this Release. I understand that the terms herein are contractual and not a mere recital, and that I have signed this Release of my own free act, and with knowledge that I hereby agree to waive my legal rights. This Release constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral, written or implied, between the parties hereto concerning the subject matter hereof. This Release shall be amended or modified only through a written agreement signed by me and Company. No statements other than within this Release shall be relevant to reduce this Release's effect and enforcement on me. This Release is binding upon and shall inure to the benefit of the Released Parties. This Release is not intended to waive any rights I may have under Title 2.5, Sections 1812.80 – 1812.98 of the California Civil Code. I grant the Released Parties permission to authorize emergency medical treatment as the Released Parties deem appropriate, and agree that such authorization by the Released Parties shall be subject to the terms of this Release. I understand and agree that the Released Parties assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. I accept personal responsibility for the payment of all of my own medical and emergency expenses in the event of accident, illness, or other incapacitation, regardless of whether or not I have authorized such expenses at the time they are incurred. I represent and warrant that I am physically fit, have no pre-existing medical conditions and am in good condition and health that will allow me to enjoy and participate in the Covered Activities, all of which has been verified to me by a licensed medical practitioner. I understand that the Released Parties have not made, and will not make, any investigation into my physical fitness, health or ability to attend and participate in the Covered Activities, and the Released Parties are relying on my representation and warranty of my physical fitness, health and ability. The laws of the State of California shall govern (i) the validity and interpretation of this Agreement, (ii) the performance by the parties hereto of their respective duties and obligations hereunder and (iii) all other causes of action (whether sounding in contract or in tort) arising out of or relating in any manner this Release. Any and all disputes or claims (including, but not limited to, third-party claims) arising under, concerning, or relating to this Release, its

interpretation, its validity (including, but not limited to, any claim that all or any part of this Release is void or voidable), or the subject matter hereof will be resolved by confidential and binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance with the arbitration rules of the American Arbitration Association. The arbitration, including the rendering of the award, shall take place in Los Angeles, California, United States, and shall be the exclusive forum for resolving any such dispute, controversy, or claim. For the purposes of this arbitration, the provisions of this Agreement and all rights and obligations thereunder shall be governed and construed in accordance with the laws of the State of California (in the United States). Disputes about arbitration procedure shall be resolved by the arbitrator. The arbitrator may proceed to an award notwithstanding the failure of the other party to participate in the proceedings. Discovery shall be limited to mutual exchange of documents relevant to the dispute, controversy, or claim; depositions shall not be permitted unless agreed to by both parties. The arbitrator shall be authorized to grant interim relief, including to prevent the destruction of goods or documents involved in the dispute, protect trade secrets, and provide for security for a prospective monetary award. The arbitrator shall not have the power to reform this Release. The decision of the arbitrator shall be binding upon the parties hereto, and the expense of the arbitration shall be split by the parties and each party shall be responsible for their respective attorneys' fees and expenses. The decision of the arbitrator shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction. I UNDERSTAND THAT BY AGREEING TO ARBITRATION IN THE EVENT OF A DISPUTE BETWEEN ME AND ANY RELEASED PARTIES, I AM EXPRESSLY WAIVING MY RIGHT TO REQUEST A TRIAL BY JURY IN A COURT OF LAW. If, notwithstanding the arbitration provisions of this Agreement, a party shall succeed in bringing an action relating to any matter or dispute in connection with this Agreement in a court of law, then the venue for resolution of such matter or dispute shall be the State or Federal Courts located in Los Angeles, California. Any provision of this Release that is prohibited or unenforceable in California or in any other jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The undersigned acknowledges that it is his or her intention to provide a release of claims to the Released Parties to the fullest extent permitted by law. To the degree that an arbitrator or court determines that any provision of this Release is partly or wholly unenforceable, such provision shall be re-written by the arbitrator, court or other tribunal interpreting the same such that it becomes enforceable and most closely approximates the intent of the parties.

I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS WAIVER AND INTEND TO BE LEGALLY BOUND BY ITS TERMS. ALL MINORS UNDER THE AGE OF 16 NEED TO BE SUPERVISED BY AN ADULT WITH A MEMBERSHIP IN GOOD STANDING OR UNDER THE GUIDANCE OF A TRAINER. ALL PARTIES UNDERSTAND THAT A FITNESS MEMBERSHIP IS FOR THE SPECIFIC INDIVIDUAL UNDER THIS CONTRACT AND EVERY PARTY NEEDS TO HAVE THEIR OWN MEMBERSHIP. FITNESS MEMBERSHIPS ARE NON-EQUITY, SUBSCRIPTION SERVICE RIGHTS GRANTED FOR A LIMITED TERM.

NAME OF PRC FITNESS MEMBER \_\_\_\_\_

DATE OF MEMBERSHIP \_\_\_\_\_

COST OF MEMBERSHIP \_\_\_\_\_

SIGNATURE OF APPLICANT:

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