



## Adult Programs and Activities Registration Form

### Participant Information

Member Name: \_\_\_\_\_ Member Email: \_\_\_\_\_  
Member Number: \_\_\_\_\_ Member Phone Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Emergency Name: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_

### AGREEMENT WITH RELEASE AND WAIVER OF CLAIMS

Houstonian Campus, LLC, a Texas limited liability company also known as The Houstonian Hotel, Club and Spa (“The Houstonian Club”), is offering various adult activities, exercise programs, events and special events as part of the adult programs located on the premises of The Houstonian Club campus (collectively referred to herein as the “Adult Programs”).

I, the undersigned adult, have enrolled in the Adult Programs understanding the nature of the physical demands of and risks related to such activities. I understand that the physical demands of such activities, as well as the activities themselves, may result in injury to me and that such injury may be severe. I acknowledge that I am qualified to participate in the Adult Programs, I am in good physical condition and I have made The Houstonian Club aware of any and all medical and physical conditions that might affect my participation in the Adult Programs. I understand that reasonable safety procedures and precautions are employed by The Houstonian Club but that unforeseen circumstances or accidental events may occur, for which the Released Parties (defined below) cannot be held responsible. I hereby assume all ordinary risks on my behalf normally incidental to the nature of the activities and the Adult Programs, including those risks which are not foreseeable. I have been given an opportunity to ask questions about the risks of the activities of the Adult Programs and have them answered. I have been given the opportunity to discuss my concerns regarding my participation in the Adult Programs. I acknowledge that the Released Parties are relying on this Agreement with Release and Waiver of Claims (the “Agreement”) in agreeing to allow me to participate in the Adult Programs, and but for this Agreement The Houstonian Club would not have permitted my participation.

I understand and acknowledge that I am responsible for monitoring the strenuousness of the physical activities and exercise required under the Adult Programs and in determining the extent of my participation for the duration of the Adult Programs. The Houstonian Club has recommended that I undergo a physical and be examined by a licensed physician before engaging in the Adult Programs. I have provided a copy of my physical assessment or have voluntarily declined to have a physical examination. I understand The Houstonian Club expressly denies any liability or assumption of risk resulting from my failure to submit myself to a physical assessment or as a result of my own determination of my physical, mental or emotional capabilities to participate in the Adult Programs.

**AGREEMENT WITH RELEASE AND WAIVER OF CLAIMS**  
**(Continued)**

I understand and acknowledge The Houstonian Club makes no representation, warranty or inducement, either expressed or implied, to me with regard to the fitness or suitability for the purpose for which I am to use or the conditions of The Houstonian Club campus facilities, equipment, machinery, weights, bodies of water and/or other improvements located on The Houstonian Club campus or the expertise, qualifications, education, experience or capabilities of the Adult Programs instructors, trainers or volunteers.

I understand and acknowledge that at times during the Adult Programs or while I am on the campus of The Houstonian Club, a photographer or videographer may be present and taking photographs, videos or running digital or motion film for the purpose of capturing members (and their children) participating in events or in my case, Adult Programs. I hereby do give, grant and convey to The Houstonian Club unrestricted permission to use and reproduce my likeness, identity, voice, photographic image, video image, portraits or pictures, and the negatives, transparencies, prints, audio recordings or digital information pertaining to each of the above, in still, single, multiple, moving, video or audio format, or in which I may be included in whole or in part, or composite, or distorted in form, or reproductions thereof, in color or otherwise, made through any media in or at The Houstonian Club, a sponsored event of The Houstonian Club, a photographer's studio or elsewhere for the purposes of reproducing, distributing, displaying publicly and/or modifying the photographic image, whether in print or electronically, by any means for art, promotional materials, sales material, point of sale material, brochures, magazines, newspapers, printed publications, newsletters, film, video, reports, flyers, posters, promotional banners, fund-raising, or other digital or internet-related uses, including but not limited to, in film broadcast, web pages, web-based publications and other outlets of social media such as The Houstonian Club YouTube account, The Houstonian Club Facebook webpage, and the like, and for any other lawful purpose, on a royalty-free, non-exclusive and world-wide basis.

**In consideration of The Houstonian Club coordinating and offering the activities, special events and services under the Adult Programs and the provisions of The Houstonian Club facilities, staff and equipment, I, on behalf of myself and each of my heirs, legal representatives and assigns, hereby fully and forever discharge, release, agree to defend, indemnify and hold harmless (a) The Houstonian Club, its owners, members, managers, partners, operators, officers, owners, directors, investors, employees, volunteers, coaches, affiliates and subsidiaries; and (b) all of their respective employees, officers, directors, shareholders, owners, members, managers, partners, agents, attorneys, insurance providers, consultants and contractors, and for each of the parties in (a) and (b) above, their respective heirs, successors and assigns (collectively, the "Released Parties"), from any and all liabilities, injuries, rights of action, causes of action, losses, claims, demands, loss of compensation, costs and expenses (including attorneys' fees, court costs, costs of investigation and expert fees) for damage, personal injury or death of persons (collectively, "Claims"), whether the same be known, anticipated or unanticipated, that may occur as a direct or indirect result or arising out of, regarding or relating to the activities, events, special events and services under the Adult Programs, the use of The Houstonian Club facilities and equipment, instruction by The Houstonian Club staff or as a direct or indirect result of my participation in the Adult Programs, the taking or authorized use of photographs, video images or sound recordings of me or from any negligence on the part of the Released Parties, including, without limitation, Claims resulting in whole or in part from the negligent acts or omissions of the Released Parties and further including any Claims resulting from damage to property or physical injury to me as a result of my participation in the Adult Programs.**

The provisions of any state, federal or local law providing that a release shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at that time, to the person executing such release, are hereby expressly waived.

I agree and acknowledge that I have been provided with a copy of the Safety Rules and Guidelines of the Adult Programs, that I will immediately read and review those Safety Rules and Guidelines and that I will strictly abide by the Safety Rules and Guidelines. I also understand and acknowledge that my failure to conduct myself in a safe and proper manner, failure to abide by all Safety Rules and Guidelines and instructions by the Adult Programs personnel, failure to wear the proper safety equipment as instructed or failure to honor this Agreement may result in my immediate suspension or expulsion from participation in the Adult Programs.

**AGREEMENT WITH RELEASE AND WAIVER OF CLAIMS  
(Continued)**

This Agreement constitutes the entire agreement between The Houstonian Club and the undersigned regarding the subjects covered hereby. All previous agreements, oral or written with regard to the subject matter hereof, are superseded; and there exists no further oral or written representations, promises, assurances or statements of any kind affecting this Agreement except those which are expressly set forth in this document or referenced herein.

I represent by my signature below that I am over the age of 18, have full legal capacity and authority under the law to enter into this contract. I hereby bind myself, my heirs and all other assigns to the terms of this Agreement. I agreed to indemnify and hold harmless the Released Parties for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act on my behalf in the execution of this Agreement.

BY MY SIGNATURE BELOW, I HEREBY AFFIRM THAT I HAVE READ, AGREED TO AND FULLY UNDERSTAND THIS AGREEMENT AND HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT OF MY OWN FREE WILL.

**MEMBER/PARTICIPANT:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

<p>For Club Use Only: Member Name: _____ Member Number: _____ Safety Rules (Date Issued): _____ Club Personnel Printed Name: _____ Club Personnel Signature: _____ Club Personnel Date: _____</p>
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www.houstonianclub.com**