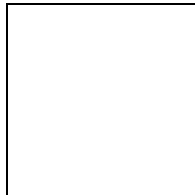




## Shower Pass Agreement and Waiver

\_\_\_\_\_, McClellan Park bicycle commuter, hereby  
(please print)  
agrees to the terms and conditions as set forth below. Should any of these items be violated, the benefit of the shower pass will be revoked without notice:

- a. The shower pass is for “limited entry” only at the California Family Fitness Gym at McClellan Park;
- b. The shower pass is for 12 visits (a \$36 value);
- c. This pass is free to registered bicyclists who commute to McClellan Park only and is a benefit provided by the McClellan Park TMA;
- d. The TMA will not issue more than one pass a month per bicyclist;
- e. The shower pass does not have an expiration date and can be used until all 12 visits are completed. California Family Fitness will then collect the card at the end of the 12<sup>th</sup> visit;
- f. The Bicyclist agrees to take the TMA Annual Online Survey in October;
- g. The shower pass does not give any other gym privileges.



(Please Print)

**Bicyclist Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Home City:** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Comments: (The TMA would like to know your route to share with other bicyclists):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**California Family Fitness – Guest Waiver**



*The undersigned guest agrees that if you engage in any physical exercise or activity or use any California Family Fitness facility or any of its affiliates or related entities, you do so at your risk and assume the risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any club facility on the premises. Your assumption of risk includes, without limitation, your use of any exercise equipment (mechanical or otherwise), the locker room, **showers**, sidewalk, parking lot, stairs, pool, whirlpool, sauna, steam room, children's room, lobby area, basketball court, rock wall, racquetball court, propel tower, athletic fields, athletic courts or any equipment in the California Family Fitness sponsored event. You agree that you are voluntarily participating in the aforementioned activities and using without limitation, any loss or theft of any personal property, including injuries or damage resulting from the negligence of California Family Fitness or any of its affiliates, employees, agents, representative, successors, and assigns. You hereby agree to indemnify and hold harmless California Family Fitness from any loss, liability, damage, or cost California Family Fitness may incur due to your presence at California Family Fitness from any loss, liability, damage, or cost California Family Fitness may incur due to your presence at California Family Fitness facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.*

TMA Bicyclist: \_\_\_\_\_

*(please print)*

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