



Vista del Monte Fitness and Aquatic Center

3775 Modoc Road
Santa Barbara, CA 93105
(805) 879-5556

Vista del Monte
FITNESS AND AQUATIC CENTER

MEMBERSHIP REGISTRATION

Registration Date _____ Membership Start Date _____

Email _____ Form Received by _____

First & Last Name _____ Age _____

Address _____ Phone _____

City _____ State _____ Zip _____

Please tell us how you learned about the Vista del Monte Fitness and Aquatic Center:

Friend _____ TV _____ Radio _____ Print Ad _____ Dr. _____ Other _____

Membership Options	Joining Fee	Regular Monthly Rate	Total
Full Membership (Individual)	\$25	\$55	
Full Membership (Couple)	\$50	\$90	
A La Carte Day Pass with no initial membership fee:			
12 Single Day Use Passes 3 month expiration (\$8.34/use)		\$100	
Walk in day use (non-member)		\$10	
Other Services			
Personal Touch 30 minute sessions (land/pool)		\$40	
Paid by: <input type="checkbox"/> cash <input type="checkbox"/> check # <input type="checkbox"/> credit card			TOTAL DUE

*Fitness and Aquatic Center is open to residents of Vista del Monte at no charge.
All memberships are non-refundable and non-transferable.
We charge a \$10 hold-fee per month up to a max fee of \$25.*

Fitness and Aquatic Center is open Mon, Wed, Fri, Sat from 9 a.m. to 12 p.m. and 1 to 4 p.m.;
Tues, Thurs 9 a.m. to 12 p.m. and 1 to 5 p.m.; Closed Sundays

Revised 04.2024

VISTA DEL MONTE
FITNESS AND AQUATIC CENTER
VOLUNTARY RELEASE
AND INDEMNITY AGREEMENT

1. VOLUNTARY USE. I, _____, acknowledge that I have voluntarily requested permission to use the VISTA DEL MONTE FITNESS & AQUATIC CENTER ("Center") and/or rehabilitation agency located at 3775 Modoc Road, Santa Barbara, California. Front Porch, doing business as Vista del Monte, a California non-profit corporation ("Vista del Monte"), owns and operates the Center.

2. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. I acknowledge, understand and agree as follows (1) I am and at all times shall be solely responsible for determining my physical and medical condition and ability to use the facilities at the Center and participate in the programs, therapy, classes and activities at the Center, (2) physical therapy or other rehabilitative services, physical exertion, weight training and other fitness exercises can lead to injury, such as muscle soreness, ligament strain, joint injury, bruising, dizziness, cuts, abrasions or can lead to respiratory or circulatory overload and be potentially life threatening (3) Vista del Monte recommends that I consult with my physician before using any of the facilities or participating in any of the programs, classes or activities at the Center and to advise and consult with my physician on a continuous basis thereafter regarding my physical or medical condition and Vista del Monte shall have no responsibility or liability with respect to my physical or medical condition, (4) Vista del Monte makes no representations or warranties regarding the Center, or any facilities at the Center (including, without limitation, any representations that the facilities will function or operate in any particular manner), or any of the programs, classes or activities available at the Center, or any qualifications, training or experience of any Vista del Monte Party (defined in Section 3), or any training, instruction or services, including, without limitation, any emergency medical services, provided or not provided by Vista del Monte or any other Vista del Monte Party at the Center, (5) I assume all risks arising out of my use of the facilities at the Center, my participation in the programs, classes and activities at the Center, and any training, instruction or services, including, without limitation, any emergency medical services, provided or not provided by Vista del Monte or any other vista del Monte Party at the Center, and (6) neither Vista del Monte nor any other vista del Monte Party shall have any liability or obligation, including, without limitation, any duty or obligation to inquire, investigate or comply with, any information relating to my physical or medical condition or any instructions or directives by me or any other person as to any treatment or non-treatment of any aspect of my physical or medical condition, whether or not known by or in the files of Vista del Monte, in connection with my use of the facilities at the Center, my participation in any of the programs, classes or activities at the Center, or any training, instruction or services, including, without limitation, any emergency medical services, provided or not provided by Vista del Monte or any other Vista del Monte Party at the Center.

RELEASE AND INDEMNITY. FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS EXPRESSLY ACKNOWLEDGED, AND AS A CONDITION TO THE CENTER'S PERMISSION FOR MY USE OF THE CENTER, I, ON BEHALF OF MYSELF AND ALL OF MY HEIRS, EXECUTORS, TRUSTEES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELATED PARTIES"), HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE VISTA DEL MONTE AND ALL OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, INSURERES, LENDERS, MEMBERS, AFFILIATES, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "VISTA DEL MONTE PARTIES"), AND EACH OF THEM, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, PROCEEDINGS, JUDGMENTS, AWARDS, DAMAGES, LOSSES, LIABILITIES, OBLIGATIONS, INJURIES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES (COLLECTIVELY, "CLAIMS") OR ANY KIND OR NATURE WHATSOEVER, IN LAW, EQUITY OR OTHERWISE, WHETHER KNOWN OR UNKNOWN, OR THE FACILITIES AT THE CENTER, OR MY PARTICIPATION IN ANY OF THE PROGRAMS, CLASSES OR ACTIVITIES AT THE CENTER, OR ANY TRAINING, INSTRUCTION OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY EMERGENCY MEDICAL SERVICES, PROVIDED OR NOT PROVIDED BY VISTA DEL MONTE OR ANY OTHER VISTA DEL MONTE PARTY AT THE CENTER. I HEREBY AGREE ON BEHALF OF MYSELF AND ALL OF THE OTHER RELATED PARTIES, THAT NEITHER I NOR ANY OTHER RELATED PARTY SHALL FILE, ASSERT OR MAKE ANY CLAIM RELEASED HEREUNDER AGAINST

VISTA DEL MONTE OR ANY OTHER VISTA DEL MONTE PARTY. I FURTHER AGREE THAT I WILL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS VISTA DEL MONTE AND THE OTHER VISTA DEL MONTE PARTIES, AND EACH OF THEM, FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM OR RELATING TO MY USE OF THE FACILITIES AT THE CENTER, OR MY PARTICIPATION IN ANY OF THE PROGRAMS, CLASSES OR ACTIVITIES AT THE CENTER, OR ANY TRAINING, INSTRUCTIONS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY EMERGENCY MEDICAL SERVICES, PROVIDED OR NOT PROVIDED BY VISTA DEL MONTE OR ANY OTHER VISTA DEL MONTE PARTY AT THE CENTER, NOTHING HEREIN SHALL RELEASE VISTA DEL MONTE FROM CLAIMS ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VISTA DEL MONTE OR ANY OTHER VISTA DEL MONTE PARTY.

4. SPECIAL DNR RELEASE. Without limiting the generality of the provisions of Sections 2 and 3 above, I expressly acknowledge and agree that neither Vista del Monte nor any other Vista del Monte Party shall have any liability or obligation, including, without limitation, any duty or obligation to inquire, investigate or comply with, any information, instructions or directives provided for in any emergency Medical Services Prehospital Do No Resuscitate (DNR) form ("DNR Form") signed by me. I, on behalf of myself and all of my Related Parties, hereby fully and forever release and discharge Vista del Monte and all of the other Vista del Monte Parties, and each of them, to the fullest extent permitted by law, from and against any and all Claims of any kind or nature whatsoever, in law, equity or otherwise, whether known or unknown, or contingent or liquidated, arising out of, resulting from or relating to any information, instructions or directives provided for in any Emergency Medical Services Prehospital Do Not Resuscitate (DNR) Form ("DNR Form") signed by me, in connection with my use of the facilities at the Center, or my participation in any of the programs, classes or activities at the Center, or any training, instruction or services, including, without limitation, any emergency medical services, provided or not provided by Vista Del Monte or any other vista del Monte Party at the Center. I hereby agree, on behalf of myself and all of my Related Parties, that neither I nor any of my Related Parties shall file, assert or make any Claim released hereunder against Vista del Monte or any other Vista del Monte Party. I further agree that I will defend, indemnify, protect and hold harmless Vista del Monte and the other Vista del Monte Parties, and each of them, from and against any and all Claims arising out, resulting from or relating to any information, instructions or directives provided for in any DNR Form signed by me, in connection with my use of the facilities at the Center, or my participation in any of the programs, classes or activities at the Center, or any training, instructions or services, including, without limitation, any emergency medical services, provided or not provided by Vista del Monte or any other Vista del Monte Party at the Center. Nothing herein shall release Vista del Monte from Claims arising out of the gross negligence or willful misconduct of Vista del Monte or any other Vista del Monte party.

I HAVE CAREFULLY READ THIS VOLUNTARY RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT IT IS A FULL AND COMPLETE RELEASE OF LIABILITY. I HAVE EXECUTED THIS RELEASE VOLUNTARILY, EVIDENCING MY ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE ABOVE PROVISIONS. Date: _____

Print Name: _____

Signature: _____

NOTE:

This Voluntary Release and Indemnity Agreement must be signed and filed with the Center prior to your first use.