

**JOHNSONBURG AREA SCHOOL DISTRICT
FITNESS CENTER**

MEMBERSHIP, ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Name: _____

Address: _____

Phone Number: _____ Emergency Contact: _____

Gender: _____ Age: _____

Doctor Name: _____

Doctor's Contact Info (Phone / Address): _____

WAIVER AND RELEASE OF LIABILITY

I HEREBY ASSUME ALL OF THE RISKS associated with participating in exercise activities and being permitted to use the equipment and other facilities of the Johnsonburg Area School District Fitness Center ("Fitness Center"), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Johnsonburg Area School District ("District"), or persons being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that a qualified medical professional has not advised me to avoid participation in the exercise activities that I plan to and will undertake. I certify that there are no health-related reasons or problems which preclude my participation in such activities.

In consideration of my membership and permitting me to participate in exercise activities and using equipment and other facilities of the District and Fitness Center, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND FOREVER DISCHARGE the District, its employees, officers, directors, agents, officials, volunteers, and their heirs, successors and assigns, from any and all liability, including but not limited to, liability arising from the negligence or fault of the District, its employees, officers, directors, agents, officials and volunteers, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, arising from or related to my participation in exercise activities and use of equipment and other facilities of the District and Fitness Center.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the District, its employees, officers, directors, agents, officials, volunteers, and their heirs, successors and assigns, from any and all liabilities or claims made as a result of participation in exercise activities and use of equipment and other facilities of the District and Fitness Center.

I acknowledge that exercise activities involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. These risks exist due to the inherent nature of exercise activities and use of equipment and other facilities of the District and Fitness Center.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Signature

Date

Print Name

Age

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and/or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the exercise activity and use of equipment and other facilities of the District and Fitness Center, and has agreed individually and on behalf of the child or ward, to the terms of the Accident Waiver and Release of Liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature

Date

Print Name

Relationship