



# ALGOMA COMMUNITY WELLNESS CENTER WAIVER AND RELEASE OF LIABILITY



First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_  
 Age \_\_\_\_\_ Gender  M  F Date of Birth \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Person to notify in case of emergency:**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 Relationship \_\_\_\_\_ Phone Number \_\_\_\_\_

**Waiver and Release of Liability Agreement (do not sign without reading):**

This "Waiver and Release of Liability" is made and entered into by and between the School District of Algoma ("the School District of Algoma"), and \_\_\_\_\_ (print name), the undersigned. The "ACTIVITY" that this "Waiver and Release Liability" applies to is the personal use by the undersigned of physical exercise equipment, facilities, personal training and other services/programs by the School District of Algoma.

I understand the nature of the ACTIVITY, and that they ACTIVITY involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by the actions or inactions of the School District of Algoma and their respective boards, commissions, agencies, officers, employees, volunteers, representatives, faculty, or students (the "RELEASEES"), my own actions or inactions, or the actions or inactions of other ACTIVITY participants.

I hereby release and discharge the School District of Algoma, as well as their respective boards, commissions, agencies, officers, employees, volunteers, representatives, faculty, or students (the "RELEASEES") from all liability, claims, demands, losses, or damages that I suffer while engaged in or as a result of the ACTIVITY which are caused in whole or in part by the negligence of the RELEASEES or otherwise, including negligent rescue operations. This "Waiver and Release of Liability" does not release or discharge any RELEASEE(S) from liability for its/their own intentional or reckless acts.

I will indemnify and hold harmless the School District of Algoma, as well as their respective boards, commissions, agencies, officers, employees, volunteers, representatives, faculty, or students (the "RELEASEES") from any loss, liability, damage or cost which any may incur, if, despite this "Waiver and Release of Liability," I, for myself, my personal representatives, assigns, heirs, next of kin, or anyone on my behalf makes a claim against any RELEASEE.

**I am qualified and in proper physical condition** to participate in such ACTIVITY and certify that I have no medical condition that would prevent me from fully participating in the ACTIVITY. I understand it is my responsibility to speak with a physician about and before beginning any ACTIVITY. I also understand the nature of the ACTIVITY, and that the ACTIVITY requires physical exertion that may be strenuous and may cause serious bodily injury, including permanent disability, paralysis, and even death. I acknowledge that if I believe the ACTIVITY is unsafe, I will immediately discontinue participation in the ACTIVITY.

I have read, or have had read to me, the above "Waiver and Release of Liability" Agreement. I understand and voluntarily accept its terms. I understand that I have given up substantial rights by signing this "Waiver and Release of Liability" freely and without any inducement or assurance of any nature. No RELEASEE had told me anything that is inconsistent with or contrary to the terms of this "Waiver and Release of Liability." I hereby waive the right I have to bargain for different waiver of liability terms. This "Waiver and Release of Liability" Agreement applies to all present and future visits by me to the Algoma Community Wellness Center unless revoked by me or replaced by a subsequent "Waiver and Release of Liability" Agreement signed by me.

Signature of Participant \_\_\_\_\_ Printed Name of Participant \_\_\_\_\_

**Parent/Guardian Waiver and Release of Liability for Minors**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_ (print name), named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_

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