

The Corporation of the Town of Spanish

RELEASE, WAIVER AND ASSUMPTION OF RISK

PLEASE PRINT

I, _____ hereby acknowledge and agree that in consideration of being permitted to participate in any exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc. that is organized, operated or sanctioned by the Town of Spanish herein called the "Town".

1) I do hereby release, the Town, its members, officers, directors, employees, independent contractors and agents from all liability, and do hereby waive as against the Town, its members, officers, directors, employees, independent contractors and agents all resources, claim causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with, my preparation for, or participation in, the aforesaid exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc., notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Town of any of its members, officers, directors, employees, independent contractors or agents.

2) And, I do hereby acknowledge and agree:

a) The participation in any exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc. can be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the activity itself, others which result from human error and negligence on the part of persons involved in organization and staging any exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc.;

b) That as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;

c) That some of the aforesaid risks and hazards are foreseeable, but others are not;

d) That nevertheless I freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in any aforesaid exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc. shall be entirely at my own risk;

e) That I understand that neither the Town nor any of its members, officers, directors, employees, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc.;

f) That I have carefully read this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, that I fully understand same, and that I am freely and voluntarily executing same;

g) That I understand clearly that by signing this release, I will be forever prevented from suing or otherwise claiming against the Town, its members, officers, directors, employees, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participation in or preparing for any of the above mentioned exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc. whether or not such loss or injury is caused solely or partly by the NEGLIGENCE of the Town or any of its members, officers, directors, employees, independent contractors and agents;

h) That I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;

i) That I understand clearly that the Town would not permit me to participate in any such exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc. unless I signed this **RELEASE, WAIVER AND ASSUMPTION OF RISK** agreement, that this **RELEASE, WAIVER AND ASSUMPTION OF RISK** agreement applies to all the aforesaid (name of programs and activities) whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in such exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc. in order to be effective;

j) That the term exercise program, including the fitness centre, aerobics, hall walks, line dancing, etc. as used in this **RELEASE, WAIVER AND ASSUMPTION OF RISK** agreement includes without limiting the generality of that term, activities as well as all other events that are in any way authorized, sanctioned, organized or operated by the Town;

k) That this **RELEASE, WAIVER AND ASSUMPTION OF RISK** agreement is binding myself, my heirs, my executors, administrators, personal representatives and assigns; and

l) That I understand clearly that the Town is and shall be deemed to be acting or itself and as agent on behalf of the benefit of the members, officers, directors, employees, independent contractors, and agents of the Town for the purposes set out in the above-stated clauses of this agreement.

DATED at _____ a.m. /p.m., this _____ day of _____, 200 _____

Signature: _____ Phone: _____

Address: _____

In Case of Emergency Contact: _____

Phone: _____ Relationship: _____

Witness: _____

If under 18, parent's signature: _____