

Community Literacy Workforce and Cultural Center

The CLWCC it's officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premise used to conduct any event (collectively, the "Releasees") offer a variety of exercise, fitness and sport programs and events for both individual and groups including, but not limited to: group exercise and wellness classes, open gym, open fitness classes, golf simulators, batting cages (with pitching machines) and league sports.

In consideration of being allowed to participate in any way in a program or activity offered by the CLWCC or any Releasee, I, the undersigned, acknowledge and agree that:

1. I am in good physical condition and do not suffer from any known disability or condition that would prevent or limit me from participation in any such fitness program(s). The CLWCC STRONGLY RECOMMENDS CONSULTING WITH YOUR PHYSICIAN PRIOR TO BEGINNING ANY EXERCISE PROGRAM OR SPORTS ACTIVITY.
2. Participation may involve strenuous physical activity for which a physician should be consulted by the Undersigned prior to undertaking any and all types of physical activity as may be offered by the Releasee and/or deemed appropriate by Releasee. The risk of injury from the activities offered is significant, including the potential for permanent paralysis and death.
3. I may injure myself during and/or after participation in such fitness programs or activities. These conditions may include, but are not limited to heart and/or lung problems, muscle strains and/or pulls, muscle tears, dehydration, broken bones, ligament and/or cartilage damage, injuries to knees, ankles, back, feet, hands or other illness or injury that may occur.
4. Participation is voluntary and I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE OF RELEASEE or others, and assume full responsibility for participation.
5. I willingly agree to comply with terms and conditions for participation. If I observe any hazard during my participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately

AUTHORIZATION TO RELEASE PHOTOGRAPHY\VIDEOTAPE

The Undersigned hereby gives consent to the CLWCC to release photograph(s) and/or videotape of the Undersigned to be used for publicity or promotional materials. I release the CLWCC and all Releasees of all responsibility with regard to use of the photograph(s) and/or videotapes.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE CLWCC AND ALL RELEASEES, from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY, OR DEATH I may suffer, or loss of damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

FOR MINORS* ONLY: MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This is to certify that, I _____, as parent\guardian with legal responsibility for this participant, do consent and agree his\her release as provided above of all Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child(ren)'s involvement or participation in these programs as provided above, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

*Releasee recognizes said Minor as those under the age of 18 at time of registration.

ACKNOWLEDGEMENT

I HAVE READ THIS FORM REGARDING RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (ADULT AND MINOR), INFORMED CONSENT AND PHOTOGRAPHY\VIDEOTAPE RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name _____

Signature _____ Date _____

Date of Birth _____ Age _____ Phone _____

IF FOR A MINOR:

Printed Name of Parent/Guardian _____

Signature of Parent/Guardian _____