



SCOTT RECREATION COMMISSION FITNESS CENTER

VOLUNTARY PARTICIPATION, ACKNOWLEDGMENT AND ASSUMPTION OF RISK, WAIVER OF LIABILITY AND MEDICAL RELEASE

READ THIS IMPORTANT LEGAL DOCUMENT COMPLETELY. BY SIGNING BELOW, I REPRESENT THAT I HAVE READ THIS DOCUMENT CAREFULLY AND IN FULL, THAT I AGREE TO ALL OF ITS PROVISIONS, AND THAT I SIGN THIS RELEASE OF MY OWN FREE WILL.

Participant Name: _____ Key Fob#: _____

Date of Birth: _____

In consideration of the Scott Recreation Commission, its directors, employees, volunteers, representatives and any other persons or entities acting on their behalf, allowing me to participate in the Scott Recreation Commission programs and facilities, including SRC Fitness Center (“the Center”), 912 Jefferson St, Scott City, KS and all related events I do voluntarily and willingly acknowledge and enter into the following agreement (“Release”).

I am exercising my own free choice to participate voluntarily in the Center and I promise to take due care during such participation. I hereby release, discharge, waive, indemnify and hold harmless the Scott Recreation Commission, and any successors and assigns, for any and all claims and demands of any kind that arise from or relate to my participation in the Center. I acknowledge and understand that this Release releases and discharges the Scott Recreation Commission and the Scott Community Foundation from any and all liability and claims, including but not limited to any liability or claim by me or anyone else with respect to any bodily injury, personal injury, illness, death, property damage, or economic damage of any kind that may result from my participation, whether caused by me, a third party, the negligence of the Scott Recreation Commission, or otherwise.

In choosing to participate in the Center, I understand that I will have the opportunity to engage in many activities, potentially including but not limited to use of, or participation in, the following: Fitness Center facilities and equipment, group activity and fitness classes, and personal training. I further understand that I am free to choose those activities that I most enjoy and that my physician and I deem are safe for my participation. I understand that there are some discomforts and risks associated with physical activity, such as muscle soreness, strains, and sprains, as well as cardiovascular problems including abnormalities of blood pressure or heart rate, ineffective heart function, and, possibly heart attack or cardiac arrest and death. I understand that I should report promptly to my physician any signs or symptoms indicating any injury, abnormality or distress.

I acknowledge and understand that there are known, and unknown hazards involved in my participation in the Center, including, but not limited to, pulled/strained muscles, dislocations, amputations, injuries or damages to head, teeth, joints and ligaments, cuts and bruises, concussions, sprains, broken bones, paralysis, exposure to outdoor elements, damage that can result from increased heart rate including heart attack or stroke, drowning, and death, as well as property or other damage. I also understand that the hazards described herein are only a partial list of the risks and hazards and that other hazards may be involved that have not been identified in this document or otherwise disclosed, and I fully assume those hazards as well. By signing this Release and choosing to participate in the Center, I expressly and knowingly assume the risks of the hazards described herein, and any other known or unknown hazards involved in participating in the Center and waive all claims against the Scott Recreation Commission. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage sustained through my participation in normal or unusual acts associated with the Center.

I declare that I am currently in good health and have not been diagnosed with a medical condition and/or heart condition that would disqualify me from participating in the Program. I understand that medical services or facilities may not be readily available during the Center. In the event of an emergency, I hereby authorize, consent and give my permission to the Scott Recreation Commission to obtain medical treatment for me at the nearest hospital, medical facility, or doctor, at my sole expense. I further authorize appropriate Scott Recreation Commission personnel to treat any injury or illness as they think best for my welfare, if necessary.

I understand that this Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law, and that if any portion of this Release is declared invalid, for whatever reason, the remaining portions shall continue to be valid and legally binding. When I release Scott Recreation Commission, I understand I am releasing them, and their directors, employees, volunteers, representatives and any other persons or entities acting on their behalf. I affirm that we have read the terms and provisions of the Release prior to its execution and that I have had the opportunity to consult with whomever I wish, including an attorney, and that the Scott Recreation Commission has made no representation, statement or inducement, directly or indirectly, on which I rely, and that this Release contains the entire agreement between the Scott Recreation Commission and me. I agree that this Release shall be governed by the laws of the State of Kansas, without regard to any conflict of law provisions. I fully understand and acknowledge that the Scott Recreation Commission has never expressly or impliedly assumed any responsibility for my participation in the Center. On my own free will, I hereby personally assume all risks in connection with participation in the Center or any other activity connected therewith. I acknowledge reading and knowing all of the policies, procedures, rules and regulations relating to the Center and understand that the safe and proper use of the Center is dependent upon carefully following such policies, procedures, rules and regulations. This Release shall be binding upon me, my spouse, my children, my heirs, administrators, personal representatives and assigns, forever.

Read and acknowledged this _____ day of _____, _____.

Signature of Participant: _____

Participants Printed Name: _____

(NOTE: If participant is under the age of 18, their parent or legal guardian must also sign this document.)

I, (print name) _____, certify that I am the parent/legal guardian of the participant who has signed above, and that I am authorized to consent for the student. I have read and understand the provisions of this document. I agree and consent to the individual participating in the Event, and I fully enter into and agree to this Release, individually and on behalf of the participant.

Signature: _____ Date: _____