



WAIVER AND RELEASE OF LIABILITY FOR USE OF **NORTHEAST COMMUNITY CENTER**

IN CONSIDERATION of being permitted to enter the Northeast Community Center (hereafter the "Facilities," which includes the shower and locker rooms, Annex, parking lot, and all other areas), for any purpose, including but not limited to observation, participating in physical activities, or using Facilities or equipment in any way, I, on behalf of myself, my children and family members, my personal representative(s), heir(s), assigns, and next of kin, hereby acknowledge, agree, certify, represent, and warrant with respect to any present or future voluntary entry into or use of the "Facilities that:

I have familiarized myself with, understand, and will comply with the rules for using the Facilities, which include the following and all others that, from time to time, may be posted inside or outside the Facilities:

- Must be at least 13 years of age to utilize any workout equipment, weights, weight machines, weight or fitness equipment, or cardio machines, or to participate in adult fitness classes or activities;
 - Must be at least 10 years of age to utilize designated portions of the Facilities unaccompanied by an adult; and
 - Must report any damage, defect, excessive wear, breakage, or other problems with the Facilities.
- Immediately upon entering the Facilities, I will inspect the interior of the Facilities and I will inspect the equipment that I use. By entering the Facilities and by using any of the equipment I am acknowledging that I find and accept the Facilities and/or the equipment as being safe and reasonably suited for my purposes, whether that is for observation, participation or use.
 - I certify that I am knowledgeable about the proper use of any equipment in the Facilities that I will use and that I have had the opportunity to read the operating instructions for any equipment in the Facilities prior to use and will operate such equipment in strict accordance with instructions.
 - I understand that I have been advised, and that it is my choice and responsibility, to consult with a medical professional/physician prior to participating in or undertaking any fitness program or regime. I certify that I am in good health and sufficient physical condition to properly use the Facilities, and that I have no medical condition(s) that would prevent my safe use of any equipment in the Facilities.
 - I acknowledge and understand that there are inherent risks of injury when participating in any physical exercise, wellness program and/or recreational or other activities. I know that these risks range from minor strains and sprains to significant injuries and even death. I will be using the Facilities, including all equipment, with full knowledge of all potential dangers involved. I further understand that the Facilities is an unattended facility and there are no representatives or employees of NECC assigned to monitor my activities at the Facilities. In consideration of my being permitted to use the Facilities, I assume full responsibility for any and all risks, injuries, illnesses or damages, known or

unknown, which I might incur or suffer as a result of, or in any way arising out of, my entry into and/or use of the Facilities, including but not limited to the use of any equipment. This includes, but is not limited to, my individual use of the Facilities or equipment, and my participation in any sponsored group activities in the Facilities.

- ON BEHALF OF MYSELF, MY HEIRS AND MY ASSIGNS, I HEREBY RELEASE NORTHEAST COMMUNITY CENTER, its directors, executives, employees, contractors and agents (collectively, "NECC") from any and all liability for any claim for injury, illness, death or property loss suffered by me resulting from my participation in any activity arising out of, connected with, or in any way associated with my use of the Facilities. I acknowledge that my participation and use of the Facilities is entirely voluntary.
- I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND NECC from any and all claims resulting from injuries or illness (including death), damages or loss, including but not limited to attorneys fees, sustained by me, my children, and/or family members and arising out of, connected with or in any way associated with my use of the Facilities.
- In the event of an emergency, I authorize NECC to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered. I also agree that when contacting my emergency contact, listed below, if necessary, NECC may disclose to that contact information about my medical condition or circumstances that might be deemed to present an emergency.
- I acknowledge and understand that NECC is not responsible for any loss or theft of personal property brought to or left in the Facilities, and I release NECC from any liability for such loss or theft.
- I acknowledge that if the participant is presently under a doctor's care, the doctor has given permission to exercise, to participate in a workout program, or to take part in any or all activities at the NECC.

I have read and fully understand this Wavier and Release of Liability above, including the permission to secure medical treatment and the release of claims, including releasing claims that might arise in the future based upon the negligence of NECC. I voluntarily agree to the terms and conditions stated above.

In case of emergency: _____ phn: _____

Your name (please print): _____

Signature:

Date:

It is highly recommended that you consult your physician before beginning any new exercise program.