

**HANCOCK COUNTY HEALTH DEPARTMENT
FITNESS AREA**

**WAIVER AND RELEASE OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration of permitting me, _____, to use the facility and fitness equipment of the Hancock County Health Department Fitness Area commencing on the _____ day of _____, 20____, I, _____, for myself, my heirs, beneficiaries, assigns, personal representatives, and next of kin agree to be bound by the following:

Waiver and Release: I, _____, release, waive, and discharge Hancock County ("COUNTY"), a municipal corporation, or any of its subdivisions, including the Hancock County Health Department, officers, employees, agents, or and any individual acting on behalf of COUNTY from any and all claims or demands, now and forever, from any liability, injury, loss or damage arising out of or related in any way, whether foreseen or unforeseen, to myself, my heirs, beneficiaries, assigns, personal representatives and next of kin for my use of the facility or fitness equipment of COUNTY.

Assumption of Risk: I, _____, acknowledge that I have been given approval to participate in exercise activities by my healthcare provider. I understand the Hancock County Fitness Area is an unsupervised facility and that exercise, with or without the use of equipment, involves some risk of injury, disability, death or damage to property. I assume all risks and responsibilities for my participation in exercise at the Hancock County Health Department Fitness Area.

Indemnity: I, _____, separately agree to indemnify and hold harmless COUNTY from any loss, liability, damage or cost that COUNTY may incur, now and forever, arising out of or related to my use of the facility or fitness equipment of COUNTY, whether caused by the negligence of COUNTY or otherwise.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant's Name (print) _____

Participant's Signature & Date _____

Witness' Name (print) _____

Witness' Signature & Date _____

As a parent or legal guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all terms and conditions of this Agreement. I have read the Agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this Agreement freely and voluntarily, without any inducement, assurance, or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless COUNTY. Additionally, I fully understand the Hancock County Health Department Fitness Area is an unsupervised facility and that physical exercise, with or without the use of equipment, involves risk of injury, disability, death or damage to property. I have had an opportunity to personally discuss the risks of exercise activity and use of fitness equipment with my healthcare provider prior to commencement of the minor child's exercise activities.

Mother's Name (print) _____

Mother's Signature & Date _____

Father's Name (print) _____

Father's Signature & Date _____

Guardian's Name (print) _____

Guardian's Signature & Date _____

NOTE: This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is be signed by the minor child as a participant, as well as by one or both parents or the legal guardian.