

Waiver of Liability, Indemnity Agreement and Assumption of Risk (Sample)

Waiver: In consideration of permission to use, today and all future dates, the property, facilities and services of the Health Club, Inc. (hereafter) referred to as HCI), **the undersigned participant and parent or guardian**, on behalf of participant, participant's heirs, personal representatives or assigns, **do hereby release, waive, discharge and covenant not to sue** HCI, its directors, officers, employees, volunteers, independent contractors and agents **from liability from any and all claims arising from the ordinary negligence of HCI** or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illness arising from participating in HCI activities, including, but not limited to, organized activities, classes, observation, and individual use of facilities, premises or equipment; and to 2) any and all claims resulting from the damage to, loss of or theft of property.

Indemnification and Hold Harmless: **The undersigned participant and parent or guardian** also agree to HOLD HARMLESS AND INDEMNIFY HCI from all claims resulting from negligence, and to reimburse HCI for any expenses incurred as a result of participant's involvement at HCI. **The undersigned participant and parent or guardian** further agree to pay all costs and attorney's fees incurred by HCI in investigating and defending a claim or suit if participant's claim is withdrawn, or to the extent a court or arbitration determines that HCI is not responsible for the injury or loss.

Severability and Venue: **The undersigned participant and parent or guardian** further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the state of (*your state*), and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, **the undersigned participant and parent or guardian** agree that if legal action is brought, it must be brought in (*your county and state*).

Acknowledgement of Understanding: **The undersigned participant and parent or guardian have read this waiver of liability** and indemnification agreement and fully understand its terms. **The undersigned participant and parent or guardian understand that the participant is giving up substantial rights, including the right to compensation for injury** resulting from ordinary negligence. **The undersigned participant and parent or guardian** acknowledge that we are signing the agreement freely and voluntarily, **and intend our signatures to be a complete and unconditional release of liability** to the greatest extent allowed by law in the State of (*your state*).

In signing this waiver of liability **as parent or guardian**, I acknowledge that I am consenting to the participant's participation at HCI (as specified in paragraph one), and acknowledge that I understand that any and all risks, including that of ordinary negligence, whether known or unknown, are expressly assumed by the participant and parent or guardian, and all claims, whether know or unknown, are expressly waived in advance.

Signature of Parent/Guardian of Minor Participant

Date

Signature of Minor Participant

Date

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injuries. HCI has facilities for and provides for activities such as weightlifting, walking, jogging and running, aerobic activities and racquetball. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system.

The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as loss of sight, broken bones, joint or back injuries, concussions and heart attacks to 3) catastrophic injuries including paralysis and death.

The undersigned participant and parent or guardian have read the previous paragraphs and **1) know the nature of the activities** at HCI, **2) understand the demands** of those activities relative to the physical condition and skill level of the participant, and **3) appreciate the types of injuries** that may occur as a result of activities made possible by HCI. **The undersigned participant and parent or guardian hereby assert that participation is voluntary and that the undersigned participant and parent or guardian knowingly assume all such risks.**

Acknowledgement of Understanding: **The undersigned participant and parent or guardian have read this assumption of risk** and fully understand its terms. **The undersigned participant and parent or guardian** acknowledge freely and voluntarily signing the agreement **and intend the signatures to signify a complete assumption of the inherent risks of participating in or observing recreational activities at HCI** to the greatest extent allowed by law in the state of (*your state*).

In signing this assumption of risk **as parent or guardian**, I acknowledge that I am consenting to the participant's participation at HCI (as specified in paragraph one) and acknowledge that the participant and parent or guardian expressly assume all inherent risks of the activity.

Signature of Parent/Guardian of Minor Participant

Date

Signature of Minor Participant

Date