

**The Lussier Fitness Center
at the Goodman Community Center**

ASSUMPTION OF RISKS, INFORMED CONSENT, WAIVER
AND HOLD HARMLESS AGREEMENT Rev. 11.12.2020

Because physical exercise can be strenuous and subject to risk of serious injury, the Goodman Community Center (GCC) and Lussier Fitness Center (LFC) urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity.

I understand that I am solely responsible for determining if I am physically fit and/or adequately skilled for activities at or associated with Lussier Fitness Center (LFC) and the Goodman Community Center (GCC). I have been informed that it is always advisable to consult a physician before undertaking any fitness center activity, especially if I am pregnant, suffering from an underlying medical condition, taking medication, a tobacco smoker, have a family history of coronary disease, or have an illness, injury or impairment. Aerobic fitness, yoga, dance, recreational sports, weight training and other fitness activities are intended to challenge and engage the physical, mental and emotional resources of the participant. All hazards and dangers cannot be foreseen. Depending on the particular activity, certain risks, dangers and injuries due to overexertion, improper technique, ignoring safety precautions, failing to follow instructions, slips and falls, unfamiliarity with the equipment and/or exercise, equipment failure, failure in supervision/instruction, premises defects and other risks are inherent. Despite careful and proper preparation, instruction, medical advice, and conditioning, there is still a risk of serious injury. These conditions may include, but are not limited to, heart attack, stroke and circulatory problems, muscle strains, muscle pulls, muscle tears, broken bones, injuries to joints, knees, neck and back, feet and ankles, or other illness or soreness, including death. By signing this Assumption of Risks, Informed Consent, Waiver and Hold Harmless Agreement ("Agreement"), I acknowledge that I am voluntarily participating in these activities with knowledge of all the dangers involved and hereby agree to accept any and all inherent risks of whatsoever nature, both known and unknown, including property damage, personal injury, disability, or death. In addition to inherent risks associated with fitness center activities, I acknowledge that there are risks of injury, disability, or death to participants that can occur in fitness centers that may involve defective equipment, maintenance or repair of equipment and facilities, and other causes including, without limitation, my own negligence or the negligence of other participants, vendors, employees or agents of the LFC and GCC. Neither the LFC nor the GCC will be liable to any party or nonparty for any act or failure to act on its part in connection with its performance under this agreement. In full recognition and appreciation of the dangers and risks associated with the operation of fitness and gym equipment, facilities, services, and activities, I hereby agree to release, waive, discharge, and hold the LFC and GCC, its employees, volunteers, agents or participants harmless from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, that may be sustained by me, or to any property belonging to me, while participating in any of the activities at the LFC and GCC. I understand and acknowledge that the activities may be dangerous, that my participation is solely at my own risk and that I assume full responsibility for any resulting injuries or damages. I further declare that I am physically fit and capable to participate in such activities. I further agree to indemnify and hold the LFC and GCC harmless from any loss, liability damage or cost, including court costs and attorney fees, that arising out of my participation in these activities. I recognize that this Agreement means I am giving up, among other things, the right to sue the LFC and GCC for injuries, damages and losses I may incur as a result of my participation in activities. I also understand that this Agreement binds myself, my heirs, executors, personal representatives, administrators, assigns and anyone else who can assert a claim on my behalf. Furthermore, I agree to abide by the LFC and GCC safety rules and instructions. I agree that prior to participation, I will inspect the equipment and the facilities to be used, I will immediately remove myself from participation and report any condition to the facility's employee or agent on duty that may pose a threat of injury. I hereby consent to permit the LFC and GCC and its representatives to provide emergency first-aid or medical treatment in the event I suffer an injury or illness during participation in such activities. Should individuals present at the activity trained in the rendering of first aid render such aid to me as an injured participant, I release and forever discharge such persons, the LFC and GCC from any liability arising out of any first aid or immediate treatment of injuries. I agree that in the event any provision of this Agreement is held unenforceable, then the balance of the Agreement shall survive. I understand that there are NO REFUNDS or TRANSFERS and NO EARLY CANCELLATIONS for all membership types.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AFFIRM THAT I AM AT LEAST EIGHTEEN YEARS OF AGE, AND UNDERSTAND, THAT BY SIGNING THIS FORM, I AM VOLUNTARILY GIVING UP LEGAL RIGHTS AND/OR REMEDIES, INCLUDING THE RIGHT OF FINANCIAL RECOVERY, WHICH MAY BE AVAILABLE TO ME FOR THE NEGLIGENCE OF THE LFC AND GCC AND/OR ANY OF THE PARTIES LISTED ABOVE. I agree that if I engage in any physical exercise or activity, or use any amenity on the premises or off premises, I do so entirely at my own risk. Any recommendation for changes in diet, including the use of food supplements, are entirely my responsibility, and I should consult a physician prior to undergoing any dietary or food supplement changes. The LFC and GCC are also not responsible for any loss of your personal property. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: 1) use of any and all amenities and equipment in or belonging to the facility and my participation in any activity, class, program, personal training or instruction;; 2) the sudden and unforeseen malfunctioning of any equipment; 3) instruction, training, supervision, or recommendations; 4) slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas; 5) contact with other participants; 6) the effects of the weather, including high heat and/or humidity; and all other such risks being known and appreciated by me.

I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I acknowledge that I am physically and mentally capable of performing activities in which I choose to participate. After having read this waiver and knowing these facts, and in consideration of acceptance of my participation with the LFC and GCC services to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE LFC and GCC, its employees, volunteers, agents and participants from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action against the facility for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees. If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and the offending provision of provisions severed here from. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Participant's Name (Please Print): _____

Participant's Signature: _____

Date: _____ Emergency contact: _____ Phone: _____

(Parent's signature if under 18 years of age) I represent and have legal capacity to act on behalf of the minor named herein.

Parent/Guardian Signature: _____ Date: _____