



**WAIVER AND RELEASE OF LIABILITY: READ BEFORE SIGNING**

In consideration of being allowed to participate in any way with the Hamburg Fitness Center, related events and activities, the undersigned acknowledges, appreciates and agrees that...

- 1) The risk of injury from the activities involved in this facility is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and...
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and...
- 3) I willingly agree to comply with the stated and customary terms and conditions for my participation. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official employee immediately; and...
- 4) I, for myself on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Hamburg Fitness Center & Camp, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and...
- 5) My personal insurance will cover all medical costs for any injury incurred by myself/my child; and...
- 6) In consideration of participation with the Hamburg Fitness Center, the undersigned agrees that their likeness, or the likeness of their child/ward, may be photographed or videotaped and that such image may be published in an outlet used to promote or publicize the Hamburg Fitness Center & Camp; and...
- 7) I/we hereby grant consent to any and all health care providers designated by the Hamburg Fitness Center to provide myself/my child necessary medical care as a result of any injury/illness. This consent includes First Aid and transportation to/from health care providers.

***I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.***

X \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

X \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

X \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE  
(BELOW THE AGE OF 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

X \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

X \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_