



## RULES, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration of participating in health or fitness club activities and memberships, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Hamburg Fitness Center & Camp and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that health and fitness club activities and memberships involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; and damaged clothing or other property. **This includes exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID 19.** I understand particular rules and personal discipline may reduce such risks, but risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity and membership or that might have been caused by the negligence of the releasees. **I willingly agree to comply with the stated and customary terms and conditions for participation/entry as it regards to protection against infectious diseases.** My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions or that I observe any unusual or significant hazard, I will immediately discontinue participating and bring such attention to the nearest employee immediately.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this membership, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this membership, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this membership, or else I am willing to assume and bear the cost of all risks that may be created directly or indirectly by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the county where the releasees' facility is located, and I further agree that the substantive law of that county shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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: \_\_\_\_\_