

WAIVER, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

To: Carthage Family Fitness and Carthage Park District, their employees, agents, officers, commissioners, servants, contractors, and volunteers, hereinafter referred to as CFF/CPD.

READ CAREFULLY - THIS IS A WAIVER AND RELEASE OF ALL CLAIMS AND AFFECTS YOUR LEGAL RIGHTS.

I, _____, in exchange for participation in all of the activities of CFF/CPD and/or use of the facilities and services of CFF/CPD, the undersigned, agree as follows:

- 1. I agree to observe and obey all posted rules and warnings and to follow any oral instruction or directions given by CFF/CPD.
- 2. I recognize there are certain inherent risks associated with events and activities which might be difficult and strenuous and there could be danger inherently involved. I acknowledge the possibility of certain unusual physical change during exercise that does exist. I understand that as a result of my participation in an event and/or the use of the property, facilities, and services of CFF/CPD, I could suffer an injury or physical disorder, including death, that could result in becoming partially or totally disabled and incapable of performing any employment or social standards.
- 3. I assume full responsibility for personal injury to myself and further agree to release, waive, relinquish and discharge CFF/CPD for injury, loss, damage and all claims I may have as a result of participating in events sponsored by CFF/CPD and/or use of or presence upon the property, facilities, and services of CFF/CPD, whether caused by the fault of myself or my family, CFF/CPD or other third parties.
- 4. I agree to indemnify and hold harmless and defend CFF/CPD against any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, and other litigation costs, resulting from injuries, including death, damages, and losses sustained by me and arising out of, connected with or in any way associated with the activities of CFF/CPD and/or use of the property, facilities, and services of CFF/CPD.
- 5. This agreement shall be construed according to the laws of the State of Illinois.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS AGREEMENT, I AM WAIVING ANY AND ALL RIGHTS I OR MY SUCCESSORS MIGHT HAVE TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST CFF/CPD. BY SIGNING THIS AGREEMENT, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____

Dated: _____

Printed Name: _____

Address: _____

In case of emergency, please call: _____

Relationship: _____

Telephone number: _____

Address: _____