



RECREATION DEPARTMENT

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

Thank you for choosing to engage yourself in a program of self-improvement through involvement in one or more physical fitness programs offered by the City of Irwindale at the Recreational Fitness Center. In furtherance thereof, we request that you carefully read this document, obtaining legal assistance, if necessary, in order to fully understand all of its terms and provisions. In order to fully protect you legal rights, we request that you do not sign this document unless you do so with a full understanding of its terms and provisions.

I, _____, on behalf of myself, declare that, following my evaluation of my physical condition and abilities, it is my intent to participate in some or all of the activities, programs, use of facilities, and/or services offered by the City of Irwindale through the Irwindale Recreation Fitness Center. I understand that some or all of these activities, programs, facilities, and/or services involve the use of exercise equipment or participation is strenuous activities. In that regard, I understand that each person, including myself, has a different ability to safely participate in such activities, facilities, programs and services, and that I should consult with a medical doctor prior to my participation. In furtherance thereof, I have evaluated my physical ability to participate therein, either with or without consulting a medical doctor. Based upon such evaluation, it is my decision to go forward and participate and/or utilize, those activities, facilities, programs and services, subject to any restrictions and/or limitations which I perceive exist with respect to my physical abilities and/or past or existing state of health. In doing so, I understand that my participation is entirely at my own risk and that I have not been evaluated in any manner with respect to my state of health or physical abilities, by any volunteer, employee or agent of the City of Irwindale.

I further understood that the activities, facilities, programs and/or services offered by the City of Irwindale at its Recreation Fitness Center may be conducted or operated by City employees and/or volunteers who may not be licensed, certified, or otherwise specifically skilled to render advice. I understand and except the fact that the skills and competency of each employee and/or volunteer will vary according to the training and experience of each and that neither the City of Irwindale, nor any of its officers, employees, agents or volunteers, make any claim whatsoever as to the abilities of said personnel. Further, I understand that neither the City of Irwindale, nor any of its officers, employees, agents or volunteers has made any representation or assessment, or recommended any treatment, with respect to any mental or physical disease or condition which I may have, in connection with my participation in the various recreation activities herein.

I have made myself aware of the nature of the activities, facilities, programs and/or services offered by the City of Irwindale through its Recreation Fitness Center. In that regard, I understand that while participating in strenuous exercise, I may subject myself to potentially serious health risks which could result in my suffering a serious health condition and/or death. Nevertheless, and understanding the nature of these risks, hereby voluntarily assume all risks to my health which could incur as a result of my participation in the activities, use of facilities, programs and/or services offered by the City of Irwindale through its Recreation Fitness Center, and further, I hereby agree to hold free and harmless, waive and release, covenant not to sue the City of Irwindale or any of its officers, employees, agents, and/or volunteers, as to any and all claims for illness, bodily injury, and/or death which may accrue to me, my successors or heirs in interest, as a result of my participation in the activities, facilities, programs, and/or services offered by the City of Irwindale at its Recreation Fitness Center.

I HEREBY STATE AND REPRESENT THAT I HAVE READ THE FOREGOING, THAT BY SIGNING THIS DOCUMENT I UNDERSTAND THAT I MAY BE GIVING UP IMPORTANT LEGAL RIGHTS ON MY BEHALF AND THAT I, AND ANY OF MY SUCCESSORS IN INTEREST WILL BE PREVENTED FROM SEEKING LEGAL DAMAGES FROM THE CITY OF IRWINDALE IN THE EVENT I INCUR ANY INJURY, ILLNESS OR DEATH AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN.

Dated the _____ day of _____ in the year _____

Name of Participant

Participant's Signature