



# Personal Profile

---

Name Date

---

Address Home Phone Work Phone

---

Birth Date Parent/Guardian (If under 18 years) Print Name

---

Personal Physician Physician Phone #

**IN AN EMERGENCY CALL:**

---

Name Home Phone #

---

Relation Work Phone #

- |     |    |   |
|-----|----|---|
| YES | NO | 1. Have you ever had a heart condition and been told by a health professional that you should only engage in physical activity recommended by a doctor? |
| YES | NO | 2. Do you feel pain or have you ever felt pain in your chest when you do physical activity?   |
| YES | NO | 3. Have you had a chest pain when you were not doing physical activity?   |
| YES | NO | 4. Do you have high blood pressure, high cholesterol, or cardiac disease?   |
| YES | NO | 5. Have you ever been or are you currently on medication that would limit your ability to exercise?   |
| YES | NO | 6. Do you lose your balance because of dizziness or do you ever lose consciousness?   |
| YES | NO | 7. Do you have a bone or joint problem that could be made worse by a change in your physical activity?  |
| YES | NO | 8. Do you have a history of back problems/current back problems that would limit your exercise ability?   |
| YES | NO | 9. Have you had surgery in the past year which limits your physical abilities?  |
| YES | NO | 10. Do you have a hernia, or any other conditions that may be affected by lifting weights?  |
| YES | NO | 11. Have you ever had a stress test for any medical reason other than a routine checkup?  |

If you answered yes to any of the above please explain:

---



---



---

If you answered YES to one or more of these 11 questions, or could answer yes during any time in the future at which you have a membership with LSRC, we strongly advise that you have a doctor's check-up BEFORE you engage in physical activity. Please talk to your doctor about the kinds of activities you wish to participate in and follow his/her advice.

YES      NO      Have you had a physical examination by your physician in the past year? If not, we advise you to complete an examination before participating in physical exercise and to follow all recommendations or limitations from your doctor or other health care professional regarding physical activity and exercise.

---

Signature of Participant Date

---

Signature of Parent/Guardian if under age 18 Date



# Waiver and Release of Liability

## Indemnification and Hold Harmless Agreement

Participant(*print*) \_\_\_\_\_

Age \_\_\_\_\_

Parent/Guardian \_\_\_\_\_

Parent/Guardian \_\_\_\_\_

In exchange for Participant's participation in Lodi Sports & Recreation Center, Inc. ("LSRC") activities or programs, and/or use of LSRC facility or equipment, Participant, or if Participant is a minor the Parent(s) and/or Legal Guardian(s) of the Participant, agree as follows:

**1. ACKNOWLEDGEMENT OF RISK.** Participant, or in the case of a minor, the Parent(s) and Legal Guardian(s), acknowledge and fully understand that there are inherent risks of serious injury, damage and loss, up to and including death, associated with physical exercise, weight lifting, aerobics, stretching, team sports, athletic competition, running, jogging and other recreational activities that take place at the LSRC. These inherent risks include, but are not limited to, the risk of muscle strain, broken bones, heart conditions due to over-exertion, health problems due to pre-existing conditions, trauma from improper use of weights or other fitness equipment, and other risks associated with an activity in which you are involved at LSRC. Risks may arise from, among other factors: acts or omissions of other Participants or LSRC staff or agents; the condition of equipment or property, even if properly maintained; contact with allergens, bacteria and viruses; the risk of the Participant or other participants engaging in unauthorized activities; delays in or the unavailability of needed first aid or emergency treatment; and, the lack of supervision of a given activity. Participant, or in the case of a minor, the Parent(s) and Legal Guardian(s), further acknowledges that all risks associated with LSRC programs and activities cannot be described as part of this document.

**2. PARTICIPANT WAIVER OF RIGHTS AND RELEASE OF LIABILITY.** Participant, or if the Participant is a minor, the parents and legal guardians of Participant, hereby releases, waives and discharges LSRC, its employees, directors, and agents from claims of negligence or other claims of liability against LSRC, its employees, directors and agents arising in connection with Participant's participation in LSRC programs and activities or use of LSRC facilities and equipment, including but not limited to those risks described in paragraph #1 above, provided, however, that this waiver and release does not address injury, damage, or loss resulting from the intentional or reckless acts of LSRC, it, directors, agents or employees.

**3. INDEMNIFICATION AND HOLD HARMLESS.** Participant, or if the Participant is a minor, the Parent(s) and Legal Guardian(s) of Participant, further agrees to indemnify and hold harmless LSRC directors, employees and agents, from and against all losses, damages, monetary awards and expenses, including all costs and attorney fees, incurred in connection with any and all claims of negligence against LSRC, its directors, employees and agents, brought by Participant, Participant's Parent(s) and/or Legal Guardian(s), or any of their respective heirs, successors, assigns, or legal representatives, for any injury, death, illness, disease, or damage to property, arising from or connected with participation in any LSRC program or activity or use of LSRC facilities or equipment. This indemnification and hold harmless agreement does not address losses, damages, monetary awards and expenses resulting from the intentional or reckless acts of LSRC, its directors, employees and agents.

**4. MISCELLANEOUS.** The parties agree that the provisions of this "Waiver and Release of Liability; Indemnification and Hold Harmless Agreement" ("Agreement") shall be deemed severable, and that the invalidity or unenforceability of any provisions or clauses hereof shall not affect the validity or enforceability of the other provisions or clauses hereof. The terms of this Agreement constitute the entire agreement and understanding between the parties. This Agreement shall be construed under the laws of the State of Wisconsin.

**5. OPPORTUNITY TO NEGOTIATE.** You are encouraged to carefully review the contents of this Agreement and take the time you feel necessary to review it. DO NOT SIGN this Agreement unless you understand and agree to the terms and conditions of this Agreement. You are encouraged to consult an attorney. If you wish to NEGOTIATE any of the terms of this Agreement for modifications, deletions, or additions, please contact the LSRC prior signing and executing this Agreement. If you do not contact the LSRC prior to signing and executing this Agreement, the LSRC understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

**I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Legal Guardian\*

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Legal Guardian\*

\*Must sign if participant is under age 18.