



# 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.