

**Korff Fitness & Wellness Center  
THAYER COUNTY HEALTH SERVICES**

**ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT (“RELEASE”)**

*All individuals who wish to use the Korff Fitness & Wellness Center (“Fitness Center”) are to sign this Release, or, if a minor, to have a parent or legal guardian sign this Release on his/her behalf, as a pre-requisite of using the Fitness Center.*

Individual’s Name: \_\_\_\_\_

D.O.B.: \_\_\_\_\_

(If the Individual is a minor, all statements below are made by a parent or legal guardian on behalf of the minor.)

**I. ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

I understand and acknowledge that there are risks inherent in the use of a fitness center, and that accidents and injuries are common and ordinary occurrences in an individual’s physical exercise and other uses of a fitness center. I declare myself (or my Child, if applicable) to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent use of the Fitness Center. I have either had a physical examination resulting in permission to participate in fitness activities, or I have decided to participate without advance medical approval. I understand that the Fitness Center may offer activities conducted by persons who are NOT medically or otherwise trained or credentialed, and therefore they and the Fitness Center do not take any responsibility for participation in such activities by me (or my Child).

I (and my Child, if applicable) agree to comply with the Fitness Center’s rules and code of conduct, including but not limited to its Safety and Security Rules, including rules on the safe use of equipment, which are incorporated herein by reference, and which of which I have been provided a copy. I understand that, as parent or legal guardian, I am required at all times to supervise my Child who is under age 16, while he/she is in the Fitness Center.

I VOLUNTARILY ASSUME THE RISK THAT I (OR MY CHILD) MAY BE EXPOSED TO DANGERS, HAZARDS, AND RISKS IN CONNECTION WITH USE OF THE FITNESS CENTER, INCLUDING BUT NOT LIMITED TO THE RISKS OF PERSONAL INJURY, PERMANENT DISABILITY, PARALYSIS AND DEATH, AND THAT PERSONAL PROPERTY MAY BE DAMAGED IN CONNECTION WITH USE OF THE FITNESS CENTER.

I understand that the risk to me (or my Child) of injury, and the risk of damage to my personal property, may result from actions, omissions or negligence of my own (and/or those of my Child), of other users of the Fitness Center, or others, including but not limited to actions, omissions or negligence of the Fitness Center’s Board members, officers, managers, supervisors, members, agents, employees, volunteers and their designees. I hereby voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury (whether physical, mental, economic or any other type of injury, including but not limited to personal injury, disability, and death), illness, damage, loss, claim, liability or expense of any kind that I (or my Child) may experience in connection with use of the Fitness Center. I further accept sole responsibility for any damage to my personal property in connection with use of the Fitness Center. I hereby release, covenant not to sue, discharge and hold harmless Thayer County Health Services, the Fitness Center and Board members, officers, managers, supervisors, members, agents, employees, volunteers and their designees, from any and all claims, including liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to use of the Fitness Center. I understand and agree that this Release includes any claims based on actions or omissions of Thayer County Health Services and the Fitness Center, Board members, officers, managers, supervisors, members, agents, employees, volunteers or their designees, whether relating to personal injury to me (or my Child) or damage to personal property.

II. INDEMNIFICATION

I agree to indemnify, protect, defend, and hold Thayer County Health Services, the Fitness Center, their Board members, managers, officers, members, agents, employees, volunteers and their designees harmless from all liabilities, penalties, costs, expenses, losses, suits for loss, judgments (including interest on judgments), expert witness fees, defense costs and other damages and personal injuries, including bodily injury, death to persons, or property damage to property of anyone including loss of use, which are in any way caused by or arise out of and/or connected with my (or my Child's) negligence or the breach of the obligations in this Release by me (or my Child) or of the Fitness Center's rules and code of conduct, including but not limited to its Safety and Security Rules. Obligations in this section shall apply whether the claim is caused or alleged to be caused by any act or omission by me (or my Child).

I understand that I am solely responsible for any medical costs incurred by me (or my Child) in connection with use of the Fitness Center. I understand that Thayer County Health Services does not assume any responsibility for or obligation to provide financial or other assistance, in the event of injury, illness, death or property damage. I understand that it is my responsibility to secure health insurance against these risks, if desired.

I am at least nineteen (19) years of age and fully competent to sign this document.

**I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONDITION OF USE OF THE FITNESS CENTER. I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AM VOLUNTARILY EXECUTING THIS RELEASE.**

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Name of Individual, Parent or Legal Guardian      Signature      Date