

RELEASE OF LIABILITY AGREEMENT

I, (print) _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the recreational and fitness activities at Swonder Fitness Center (the “Swonder Activities”) and agree to the contents of this Release of Liability Agreement (“Release”).

Participant acknowledges that the Swonder Activities are hazardous and participant could be seriously injured or even killed. Participant is voluntarily participating in the Swonder Activities with full knowledge of the danger involved, and participant hereby agrees to assume any and all risk, injury, or damage arising from such participation, including but not limited to the risks of bodily injury, death, or property damage.

I verify this statement by placing my initials here: ___ Parent or Legal Guardian’s initials (if under 18): ___

In consideration of my participation in the Swonder Activities, I forever release the City of Evansville and its Department of Parks and Recreation (collectively the “City”), Swonder Fitness Center, and each of their respective directors, officers, employees, volunteers, agents, contractors, representatives, successors or assigns (collectively “Released Parties”) from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise arising out of my use of any equipment or participation in Swonder Activities that I, my assignees, heirs, guardians, next of kin, spouse and/or legal representatives (collectively the “Participant Releasers”) now have, or may have in the future, of whatever nature, whether now known or unknown, including but not limited to those for injury, death, or property damage. I further agree and acknowledge that neither I nor any of the Participant Releasers will make a claim against, sue, or attach the City or Swonder Fitness Center in connection with the Swonder Activities or any of the matters covered by this Release.

I have carefully read this agreement and fully understand its contents. I am aware that this is a binding release of liability and assumption of risk and I acknowledge that I am executing this document by my own free will. I have voluntarily waived by orientation rights for the Swonder Fitness Center. I have prior knowledge on the operational functions, benefits and risks of the equipment at Swonder Fitness Center. I understand that a Swonder Fitness Center supervisor will provide instructional guidelines during operations hours to all members, including me.

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR LEGAL GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

Parent or Guardian’s Acknowledgment: I verify that the dangers of the Swonder Activities and the significance of this Release were explained to the Participant and that the Participant fully understood the risks and liabilities. I verify that I have read this Release and submit to its contents.

Participant’s Name (print) _____ Date of Birth _____

Signed and Agreed upon this _____ day of _____, 20_____.

PARTICIPANT/RELEASOR

PARENT OR LEGAL GUARDIAN

Signature

Signature