

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

For good and valuable consideration, including, being permitted to enter and use the City Bible Church’s gym’s facilities, property, equipment, furniture and/or services (collectively, “**Property**”), to participate in an activity, program, training and/or event on the Property and/or City Bible Church furnishing services to me, I understand, acknowledge and agree that my use of City Bible Church’s Property involves risks of injury to persons and property, including, without implied limitation, injuries arising from use by me or others of exercise equipment and machines; injuries arising from participation by me or others in supervised or unsupervised activities or programs at City Bible Church’s Property; falls, contact with other participants, the effects of the weather, including high heat and/or humidity; injuries, illness, and medical disorders arising from exercising at City Bible Church’s Property such as sprains, broken bones, torn muscles and ligaments, heart attacks, strokes, and heat stress, among others; and risks and accidental injuries occurring anywhere in or around the City Bible Church’s Property including, without implied limitation, walkways, hallways, dressing rooms, showers, restrooms, pools, parking lots, and other facilities of the Property.

I understand my responsibility to communicate any physical and psychological concerns that might conflict with participation in activity. I acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in.

I understand, acknowledge and agree that City Bible Church may, but will have no obligation to, employ (or use volunteers) one or more persons or entities to supervise activities on the Property and/or patrol or provide security for the Property. In the event that City Bible Church provides such supervision or security, City Bible Church has no liability to me or any other person or entity in connection with the supervision or security. Despite any such supervision or security, I understand, acknowledge and agree that I have the sole responsibility of acting reasonably, based on the conditions, and responsibly in the use of the Property and of providing security for myself and my guests, and my and their property on the Premises. I understand, acknowledge and agree that under no circumstances will City Bible Church be liable to me or to any other person or entity by reason of any lack of adequate supervision or security, any theft, burglary, robbery, assault, trespass, unauthorized entry, vandalism, or any other crime or act of violence or mischief by any third person occurring in or about the Property, or any damage to vehicles or for loss of property from within any vehicles.

I understand, acknowledge and assume full responsibility for the risks described in the above paragraphs. In consideration of being permitted to enter the Property for any purpose including, without implied limitation, observation, use of the Property, services, or participation in any way, I understand, acknowledge, release, waive any claim or demands therefor, indemnify, and agree to defend and hold City Bible Church and City Bible Church’s elders, pastors, directors, officers, employees, organizers and agents (collectively, “**Released Parties**”) harmless from all liability to me and my guests, personal representatives, assigns, heirs, and next of kin for any loss or damage, on account of injury to my person or property, including injury leading to my death, whether caused by the active or passive negligence and/or omission of City Bible Church, of the Released Parties and/or otherwise, while I am in, upon, or around or using City Bible Church’s Property and or services and arising out of enforcing this this Release, Waiver of Liability and Assumption of Risk including attorneys’ fees and costs.

By my signature I indicate that have read and understand this Release, Waiver of Liability and Assumption of Risk. I am aware that this is a **RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK** and I voluntarily agree to its terms. I further expressly agree that the foregoing release, waiver of liability and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of Oregon.

Participant’s Name (Please Print): _____

Signature: _____ Date (MM/DD/YYYY): _____

Emergency Contact’s Name (Please Print): _____

Emergency Contact’s Phone Number: _____

If the participant is under 18 years of age, a parent or guardian who has legal capacity and is authorized to act on behalf of the minor participant is required to sign below to acknowledge acceptance of the above **RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK** on behalf of the minor participant.

Parent/Guardian Name (Please Print): _____

Signature: _____ Date (MM/DD/YYYY): _____