

**SOUTH PARK - PARK AND RECREATION DISTRICT - RECREATION CENTER
RELEASE OF CLAIMS, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE**

(This form must accompany all Recreation Center Membership packets.)

This is release of liability. Please read before signing.

I, _____, have requested access to the South Park - Park and Recreation District Recreation Center ("Recreation Center") for purposes of using the Center's recreation and fitness facilities and equipment. I do hereby agree to the following:

1. I understand that using the Recreation Center and its associated equipment may result in personal injury, death and/or injury to my property, including but not limited to injuries caused by negligence and/or actions of third parties, such as contact with other users of the Recreation Center, contact with heavy exercise equipment and equipment with moving parts, falls, bone and joint injuries, heart attacks and other organ failures caused by overexertion, fainting, heat stroke, exhaustion, the inherent risk of drowning associated with swimming pools, and injuries due to the misuse or abuse of equipment or facilities. I recognize that the use of Recreation Center includes the inherent risk of these types of injuries.
2. I freely, voluntarily, and with such knowledge, assume the risks associated with using the Recreation Center and its associated equipment. I understand that it would be impossible for the South Park - Park and Recreation District ("District") to monitor each user of the Recreation Center and their use of the facilities or behavior at all times and that the District does not assume such a responsibility. I understand that it is my responsibility to exercise care in my use of the Recreation Center facilities and equipment and to respect the facilities and other Recreation Center users. I take full responsibility for my actions within and around the Recreation Center.
3. IN CONSIDERATION OF THE DISTRICT PERMITTING ME TO USE THE RECREATION CENTER FACILITIES, I RELEASE THE DISTRICT, ITS OFFICIALS, AGENTS AND EMPLOYEES AND THEIR SURETIES, AND EACH OF THEM FROM ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR COSTS AND EXPENSES WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO ME OR MY PROPERTY INCURRED BECAUSE OF MY USE OF THE RECREATION CENTER, WHETHER SUCH LOSS, DAMAGE OR INJURY RESULTS FROM THE NEGLIGENCE OF THE DISTRICT, ITS OFFICIALS, AGENTS AND EMPLOYEES AND THEIR SURETIES AND EACH OF THEM, OR FROM SOME OTHER CAUSE.
4. I FURTHER AGREE FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS TO DEFEND, INDEMNIFY AND NOT TO SUE THE DISTRICT, ITS OFFICIALS, AGENTS AND EMPLOYEES, THEIR SURETIES AND EACH OF THEM, AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, SUITS, DAMAGES OR EXPENSES OF EVERY KIND AND NATURE INCURRED OR ARISING BY REASON OF ANY ACTUAL OR CLAIMED NEGLIGENCE OR WRONGFUL ACT OR OMISSION BY ME OR BY THEM RELATED TO MY ACCESS TO AND USE OF THE RECREATION CENTER AND ITS ASSOCIATED EQUIPMENT.
5. I am aware that the Recreation Center and its users may be photographed from time to time to promote District activities; I consent to the use of my photograph or that of the minor participant to publicize District activities.

I hereby represent that I have carefully read, understand and agree to the contents of this Release and sign the same voluntarily and of my own free will.

CAUTION: READ THIS DOCUMENT IN FULL BEFORE SIGNING

Name: _____

Address: _____ City: _____ Zip: _____

Telephone (home): _____ (work) _____

Signature: _____ Signature: _____
(Recreation Center User) (Parent/Guardian if User is under 18)

Date: _____

Emergency Contact:

Name: _____ Phone: _____