



CITY & COUNTY OF DENVER
PARKS & RECREATION DEPARTMENT
RELEASE & WAIVER FOR PERSONAL FITNESS TRAINING PROGRAM

This agreement provides for an assumption of risk waiver of rights, release of liability and indemnification with respect to participation in a personal fitness training program (referred to herein as "Release and Waiver"). Please read the Release and Waiver carefully before signing.

I, _____, have made a voluntary request to participate in a personal training program with the City & County of Denver Parks & Recreation Department. "Personal training program" includes but is not limited to the following types of exercise: Cardiovascular Training, Muscular Strength and Endurance Training, Flexibility Training; use of treadmill, elliptical, leg press/extension, bench press and barbells ("Exercise Program"). As a pre-condition to the right to participate in the Exercise Program, I do hereby agree, of my own free will and acknowledging I have been duly informed, to the following:

1. I acknowledge that I have been informed of the need to fill out a medical history form prior to beginning this Exercise Program. I may also be required to obtain a physician's approval form. I fully understand that the Exercise Program may be strenuous and choose to participate completely voluntarily. I accept all responsibility for my health and any resultant injury or mishap that may affect my well being or health in any way.

2. I freely, voluntarily and with full knowledge, assume the risk or risks associated with the Exercise Program, including but not limited to death or personal injury (e.g., abnormal blood pressure, fainting, stroke or heart attack.) I take full responsibility for the ramifications of my actions and physical condition in connection with my participation in the Exercise Program. I understand that questions about exercise procedures and recommendations are encouraged and welcomed and that I am free, at any time, to cease or reduce my participation in the Exercise Program.

3. IN CONSIDERATION OF PARTICIPATING IN SAID EXERCISE PROGRAM, I RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS THE CITY & COUNTY OF DENVER, ITS OFFICIALS, EMPLOYEES, STAFF AND VOLUNTEERS AND THEIR SURETIES 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 WHILE PARTICIPATING IN SAID EXERCISE PROGRAM, WHETHER SUCH LOSS, DAMAGE OR INJURY RESULTS FROM THE NEGLIGENCE OF THE CITY & COUNTY OF DENVER, ITS PUBLIC OFFICIALS, EMPLOYEES, STAFF AND VOLUNTEERS AND THEIR SURETIES OR FROM SOME OTHER CAUSE. I FURTHER RELEASE THE CITY & COUNTY OF DENVER, ITS OFFICIALS, EMPLOYEES, STAFF AND VOLUNTEERS AND THEIR SURETIES FROM ANY LIABILITY OR CLAIMS OF ANY NATURE PERTAINING TO THE VOLUNTARY DISCLOSURE OF MY MEDICAL HISTORY.

4. I FURTHER AGREE FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS TO HOLD HARMLESS AND INDEMNIFY THE CITY & COUNTY OF DENVER, ITS PUBLIC OFFICIALS, EMPLOYEES, STAFF AND VOLUNTEERS THEIR SURETIES 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 NEGLIGENT OR WRONGFUL ACT OR OMISSION BY ME OR BY THEM WHILE PARTICIPATING IN SUCH EXERCISE PROGRAM.

5. TO THE EXTENT THAT ANY CHILD (A MINOR UNDER THE AGE OF 18) FOR WHOM I AM THE PARENT OR LEGAL GUARDIAN AND WHO IS PARTICIPATING IN THE EXERCISE PROGRAM, I AGREE THAT PARAGAPHS 1 THROUGH 4 ABOVE SHALL BE APPLICABLE WITH RESPECT TO THAT CHILD. I ACKNOWLEDGE AND COVENANT THAT I HAVE THE LEGAL AUTHORITY TO RELEASE AND WAIVE MY CHILD'S RIGHTS, ALONG WITH MY FAMILY'S RIGHTS, AS PROVIDED HEREIN. I ALSO ACKNOWLEDGE AND AFFIRM THAT I HAVE READ AND UNDERSTAND THE CONTENT OF THIS FORM AND THAT THIS DOCUMENT IS LEGALLY BINDING UPON MY CHILD, MY FAMILY, AND ME, AS WELL AS ANY PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

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

CAUTION: READ THIS DOCUMENT IN FULL BEFORE SIGNING

NAME: _____

STREET ADDRESS: _____

CITY: _____ ZIP: _____

TELEPHONE: (home) _____ (work) _____

Contact in Emergency:

NAME: _____ PHONE: _____

DATE: _____

Signature: _____

(Adult 18 and Over)

Signature: _____

Print Name: _____

(Parent/Guardian if Participant is under 18 Years of Age)

Name of Participant under 18 Years of Age: _____