

**HARTLAND COMMUNITY EDUCATION – FITNESS PROGRAM - WAIVER RELEASE
PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of Hartland Community Education (CE) their employees, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as CE), I hereby agree to release and discharge CE on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I assume that CE exercise classes entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: cardiovascular, (angina, hypertension, coronary artery disease, arrhythmia, cardiac arrest, heart attacks,) pulmonary system, musculoskeletal system (sprains, tears, breaks,) or any other health-related risk, known or unanticipated which could result in injury, death, illness, disease, emotional distress, or damage to myself, property, or third parties. Furthermore, you understand and acknowledge that we have no expertise in diagnosing, examining, or treating any medical condition.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I warrant that I am in good health and that I have notified CE of any pre-existing medical conditions that I have.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CE's equipment or facilities, **including any such claims which allege the negligent acts or omissions of CE.**
5. Should CE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. In the event that I file a lawsuit against CE, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Consult your physician before exercising at CE. Follow the exercises carefully and exercise at your own pace. If you feel any strain, stop and consult your physician. By my signature below, I acknowledge that I have read the foregoing, understand it, and agree to the terms.

Signature of Participant: _____ Date: _____

Print Name: _____ Phone: _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)
(No children under 16 years old may participate in any CE classes where adults are participating.)**

In consideration of _____ (print minor's name) ("Minor") being permitted by CE to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless CE from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Date: _____

Print Name: _____ Phone: _____