

Waiver of Liability and Hold Harmless Agreement

Because physical exercise can be strenuous and subject to risk of serious injury, the City of Suffolk and the East Suffolk Recreation Center urge you to obtain a physical examination before using any exercise equipment or participating in any exercise activity. Each member, guest, invitee or participant agree that if you engage in any physical exercise or activity, or use any City of Suffolk Recreation facility, you do so **entirely at your own risk**.

In consideration for membership to the East Suffolk Recreation Center and for the use of the facility including the fitness equipment, I, the undersigned, my heirs, personal representatives or assigns, do **hereby release, waive, and forever discharge** the City of Suffolk, its Council members, employees, officers, agents and representatives from any and all liability, claims, demands, rights and causes of action, of whatever kind resulting in, but not limited to, bodily injury, personal injury, accident or illness (including death), and property damage sustained by me arising from my participation at the East Suffolk Recreation Center including the use of the fitness equipment.

I am fully aware of the risks involved and hazards connected with the use of the East Suffolk Recreation Center including the fitness equipment and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or person injury, including death as a result of being engaged in such activity.

I further hereby agree to indemnify and hold harmless the City of Suffolk, its Council members, employees, officers, agents and representatives from any loss, liability, fines, penalties, damages, suits and costs, including attorney fees that may incur due to my participation in said activity.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind my family including my spouse, my heirs, executors, assigns and personal representatives. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia and if any part, term or provision of this release is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I acknowledge that I am signing the foregoing Waiver of Liability and Hold Harmless Agreement voluntarily, and fully understand its terms. I am at least eighteen (18) years of age and fully competent.

Printed Name of Member	Date	Signature of Member
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PARENTAL or GUARDIAN CONSENT

For persons under the age of eighteen (18), the permission of a parent or legal guardian is required.

AND I, the minor's parent and /or legal guardian, understand the nature of the above-referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby agree to indemnify and hold harmless the City of Suffolk, its Council members, agents, representatives, employees and officers from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the minor's participation in said activity.

Printed Name of Parent/or Legal Guardian	Date	Signature of Parent/or Legal Guardian
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Minor(s)	Age
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