

FITNESS AND RECREATION CENTER

GUEST RELEASE

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

<p>Guest Name:</p> <hr/> <p><input type="checkbox"/> Copy of photo ID attached</p>
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In consideration for being permitted to utilize the facilities, services, and programs of the CITY OF BLUEFIELD PARKS AND RECREATION DEPARTMENT for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the CITY OF BLUEFIELD, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the CITY OF BLUEFIELD FITNESS AND RECREATION CENTER for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation. Video recorders, cameras, or any other visual recording devices are not allowed within the CITY OF BLUEFIELD FITNESS AND RECREATION CENTER without the written consent of the Parks and Recreation Director. Anyone caught taking pictures of another person without their permission and knowledge will be prosecuted to the full extent of the law by the CITY OF BLUEFIELD and may lead to the termination of their membership. Some cellular phones have the ability to take pictures. For your own safety and the safety of others, please be aware if someone is using a cell phone within your vicinity. Unless otherwise authorized by law, no person shall knowingly possess, have under the person's control, convey or attempt to convey a deadly weapon or dangerous ordinance onto these premises.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE CITY OF BLUEFIELD FITNESS AND RECREATION CENTER FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE CITY OF BLUEFIELD, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the CITY OF BLUEFIELD, its directors, officers, employees, and agents (hereinafter referred to as "Releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the CITY OF BLUEFIELD, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the CITY OF BLUEFIELD premises or in any way observing or using any facilities or equipment of the CITY OF BLUEFIELD or participating in any program affiliated with the CITY OF BLUEFIELD whether caused by the negligence of the Releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of Releasees or otherwise while in, about, or upon the premises of the CITY OF BLUEFIELD and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the CITY OF BLUEFIELD.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of West Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

THE OTHER SIDE OF THIS FORM MUST BE CLEARLY COMPLETED IN ITS ENTIRETY



Guest Information

For minors, any guest under 18 years of age must have a legal Parent or Guardian, age 18 or older, sign the waiver on the first visit of each calendar year. Any guest under the age of fifteen (15) must have a legal parent or guardian remain on site.

Adult Guest or Parent/Legal Guardian
Printed Name _____ Signature _____ DOB / / _____

Adult Guest or Parent/Legal Guardian
Printed Name _____ Signature _____ DOB / / _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ Today's Date _____

Emergency Contact Name _____ Phone _____

Printed Name of Youth Guest _____ DOB / / _____

Printed Name of Youth Guest _____ DOB / / _____

Printed Name of Youth Guest _____ DOB / / _____