

**2016 WEST NIDAROS LUTHERAN CHURCH WAIVER OF
DAMAGE AND LIABILITY FORM**

I request authorization for myself or my child to use the West Nidaros Lutheran Church Family Life Center facility. I acknowledge that use of the Gym by me or my child is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Use of the Gym involves physical exercise, sport, and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My or my child's use of the Gym is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such use. This includes any sponsored group activities or individual use of the facility.

2. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with my or my child's use of the Gym. I acknowledge that participation and use of the Gym is voluntary.

3. I, on behalf of myself, do hereby fully release and discharge West Nidaros Lutheran Church, their agents, and employees (collectively, the "Released Parties") from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I or my child may have or which may accrue to me or my child on account of participation in all activities utilizing the facility. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself and/or my child, hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I, on behalf of myself or my child, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.

4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries and illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me or my child arising out of, connected with, or in any way associated with, the Gym.

5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my or my child's immediate care and agree that I will be responsible for payment of any and all medical services rendered.

6. I certify that I and/or my child are in good health and sufficient physical condition to properly use the Gym and that I or my child are knowledgeable about the rules of any activities that I or my child will participate in.

7. The Released Parties are not responsible for any loss or theft of personal property brought to or left in the Gym and I release West Nidaros Lutheran Church from any liability for such loss or theft.

8. I understand and agree to the West Nidaros Lutheran Church Family Life Center policy and rules.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I am 18 years old or older. I understand that my signed waiver will be retained at West Nidaros Lutheran Church. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

If participant is a minor: **Name of Minor:** _____

I, on behalf of myself, my spouse, my child, my/our heirs, assigns, personal representatives and anyone else entitled to act on my behalf, HEREBY RELEASE AND HOLD HARMLESS the Released Parties.

Signed: _____

Date: _____

Printed Name: _____

Council approved May 2016 Updated August 2016
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