

Wellness Works!

WAIVER OF ALL LIABILITY, ASSUMPTION OF ALL RISKS, AND INDEMNITY AGREEMENT

READ COMPLETELY BEFORE SIGNING

In consideration of being permitted to participate in any way in *Wellness Works!*, I agree as follows:

Assumption of All Risks: Physical exercise and all activities of any nature associated with *Wellness Works!*, whether in or around the *Wellness Works!* facility or elsewhere such as sponsored events (“ACTIVITIES” in this Agreement), have inherent and significant risks of serious bodily injury that cannot be eliminated regardless of the care taken to avoid injury. The risks vary in potential harm, and could be major like heart attack and permanent disabilities, to catastrophic like paralysis and even death, to property loss, and the social and economic losses and damages could be severe—whether caused by the action, inaction or negligence committed by me or others including but not limited to the “RELEASEES” (named below).

If I think any ACTIVITIES are unsafe, I will immediately stop participating and inform a *Wellness Works!* staff member. If applicable, I have instructed the minor for whom I am the parent or guardian about all such risks, his/her assuming all such risks, and the terms and conditions of participation with which I and the minor must comply.

Therefore, I knowingly and freely choose to participate in ACTIVITIES, and assume all such risks, known and unknown, and all responsibility for all losses and damages involving bodily injury and illness, permanent disability, paralysis or death, or property, resulting from or relating to my participation in ACTIVITIES, caused in whole or part by the action, inaction, or negligence committed by me or all others including RELEASEES, or otherwise, to the maximum extent legally permitted.

Participant (or Minor) Printed Name & Signature

Dated: _____

Parent/Guardian of Minor Printed Name & Signature

Dated: _____

Waiver of All Liability, Indemnification and Hold Harmless: I, for myself, and on behalf of my heirs, spouse, next of kin, assigns, and personal representatives, forever release, waive, discharge and covenant not to sue and indemnify, defend and hold harmless The Montcalm Center for Behavioral Health, its past, current and future affiliates, agents, officials, employees, volunteers, successors, assigns, insureds and insurers (in their official and personal capacities), and all other *Wellness Works!* participants and others associated with *Wellness Works!* (each are the “RELEASEES”), from all liability, claims, bodily injuries and illness, death, losses, damages, medical and all other expenses, and attorneys’ fees resulting from or relating to my participation in ACTIVITIES, caused in whole or part by the action, inaction, or negligence committed by me or all others including RELEASEES, or otherwise, and agree to reimburse RELEASEES and their insurers for all such liabilities, losses, damages, expenses and attorneys’ fees, to the maximum extent legally permitted.

Severability, Acknowledgment of Understanding: If any part of this Agreement is held to be invalid, the remainder will remain in full legal force and effect. By signing this Waiver of All Liability, Assumption of All Risks, and Indemnity Agreement, I agree that I have read and understand it, I have given up substantial legal rights by signing it freely, and it is a complete and final release that cannot be modified except in writing signed by me and the RELEASEES to be bound by such modification.

Adult Participant Printed Name & Signature

Dated: _____

Parent/Guardian of Minor Printed Name & Signature

Dated: _____

**PLEASE SEE OVER FOR REQUIRED PARENT/GUARDIAN OF MINOR
CONSENT AND AGREEMENTS**

Parental/Guardian Consent and Agreements For Participant of Minority Age
(Under Age 18 At the Time of Registration)

I, the identified minor's legal parent or guardian, understand the nature and risks of the above-named ACTIVITIES and the minor's experience and capabilities, and believe the minor to be qualified to participate in ACTIVITIES. Therefore I **consent and release** the minor to participate in ACTIVITIES.

I, on behalf of the minor, and for myself and on behalf of my heirs, spouse, next of kin, assigns and personal representatives, **forever release, waive, discharge, and covenant not to sue** each of the above-named RELEASEES from all liability, claims, bodily injuries and illness, death, losses, damages, medical and all other expenses, and attorneys' fees resulting from or relating to the minor's participation in ACTIVITIES, caused in whole or part by the action, inaction, or negligence committed by the minor or all others including RELEASEES, or otherwise, to the maximum extent legally permitted.

Despite the preceding paragraph, under all circumstances, if any such claim, etc. is made against RELEASEES by or on behalf of the minor, the minor's parent(s) or guardian(s) will **indemnify, defend and hold harmless** each of the above-named RELEASEES from all liability, claims, bodily injuries and illness, death, losses, damages, medical and all other expenses, and attorneys' fees resulting from or relating to the minor's participation in ACTIVITIES, caused in whole or part by the action, inaction, or negligence committed by the minor or all others including RELEASEES, or otherwise, and will reimburse RELEASEES and their insurers for all such liabilities, losses, damages, expenses and attorneys' fees, to the maximum extent legally permitted.

Printed Name of Minor: _____ Date of Birth: ____/____/____

Printed Name of Parent/ Guardian of Minor: _____

Signature of Parent/ Guardian of Minor: _____ Dated: ____/____/____

Address(es) of Minor and Parent/Guardian: _____

Emergency Phone Number: _____