DAILY USE- Waiver of Liability

Kiwanis Recreation Center Fitness Program

I hereby waive and release and hold harmless the City of Tempe, and any of its agents, employees, officers, council members, and sponsors for any and all rights and claims for damages or cost which I have or may have against them due to my participation, or my child's participation, in a City of Tempe Fitness Program. This waiver includes all damages, losses, costs, expenses, and injuries that allegedly occur during the course of this recreation program. In that regard, I consent to indemnify, defend and hold harmless to the fullest extent permitted by law the foregoing persons and entities from any losses or damages, including reasonable attorney's fees and litigation expenses, which may be incurred by them in the event any such claims are asserted against them.

Each Participant is required to initial the following:

- I understand the City of Tempe does not carry accident, sickness, or medical insurance for participants._____
- I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment and free weights, is a potentially hazardous activity. _____
- I also understand that fitness activity involves a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with the knowledge and risk involved. _____
- Further, I certify that I have no medical or physical conditions that could interfere with my safety or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by any such condition. _____
- I understand that staff will contact emergency personnel on my behalf or on the behalf of my minor child should a medical emergency arise. _____
- Use of this facility constitutes acceptance of the rules and regulation of the Kiwanis Recreation Center. _____
- I agree, without any right of payment or of editing, to the use of images of me and/or my children, including reproductions of photos, video, film, audio or other reproductions, by the City of Tempe for dissemination in all types of media for public relations purposes. _____

I have read and clearly understand the above statements. I realize this is a contract between myself and the City of Tempe and is a release of liability. I sign it of my own free will.

Print Name_____
First Last

Signature of Participant_____ Date_____
(Parent or Guardian if Participant is under 18)