

Logan Gephart

Kickboxing fitness class

Dates: March 3<sup>rd</sup>, 7<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, 17<sup>th</sup>, 21<sup>st</sup>, 24<sup>th</sup>, & 31<sup>st</sup>

Times: Tuesdays 6-7pm Saturdays 10-11am

Cost: \$50.00

Name\_\_\_\_\_

Phone\_\_\_\_\_

Email Address\_\_\_\_\_

Emergency Contact\_\_\_\_\_

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (Read Carefully Before Signing)**

I, the undersigned, acknowledge that I have voluntarily consented to participate in the fitness class on real property owned by the Village of Dieterich, Illinois. In consideration of being permitted to participate in fitness class on property owned by the Village of Dieterich, Illinois, I, the undersigned, agree: 1. I fully understand and acknowledge: a. That the fitness class and all other hazards and exposures connected with such activity involve risk of harm, including, but not limited to bodily injury, partial and/or total disability, paralysis, and death. b. The social and economic losses and/or damages, which could result from these risks and dangers as described above, could be severe. c. These risk and dangers may be caused by the action, inaction, or negligence of myself or other participants in the activities, or the action, inaction, negligence from others. d. There may be other risks not known to the undersigned or are not reasonably foreseeable at this time. 2. I agree, accept, and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis, death, or loss of personal property and expenses however caused and whether caused in whole or in part by the negligence of the Village of Dieterich, Illinois, and each and every one of its officers, employees, contractors, and agents. 3. I do hereby take action for myself and completely, absolutely, and finally RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Village of Dieterich, Illinois, and each and every one of its officers, employees, contractors, and agents FROM ALL LIABILITY TO THE UNDERSIGNED, my estate, distributes, devisees, heirs, next of kin, personal representatives, executors, administrators, successors and assigns, FOR ANY AND ALL LOSS, LIABILITY, DAMAGE, CLAIM, CAUSE OF ACTION, INJURY, DEMAND, SUIT, COSTS, EXPENSE OR ATTORNEY FEE THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE UNDERSIGNED OR DAMAGE TO PROPERTY WHICH MAY BE CAUSED, OR MAY AT ANY TIME ARISE AS A RESULT OF, IN WHOLE OR IN PART, BY ANY AND ALL FITNESS CLASS ACTIVITIES OR ANY OTHER SIMILAR ACTIVITIES ARISING OUT OF OR ASSOCIATED WITH MY PARTICIPATION IN SAID ACTIVITIES ON ANY REAL PROPERTY OWNED BY THE VILLAGE OF

DIETERICH, ILLINOIS. It is my intention to completely, absolutely and finally release the Village of Dieterich, Illinois, and each and every one of its officers, employees, contractors, and agents from any and all liability arising out of, in whole or in part, said cause and/or activities. 4. I HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE VILLAGE OF DIETERICH, ILLINOIS, OR ANY OF ITS OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS. 5. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect. 6. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further. 7. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature\_\_\_\_\_ Date\_\_\_\_\_

This class is being put together/ instructed by Logan Gephart and being held at the Wright Family Center. **Please make all payments to Logan Gephart.** Registration fee is \$50 for all sessions in March. If a class needs to be cancelled, it will be rescheduled for another date.

Registration will end on February 13<sup>th</sup>. Logan must have 8 people registered to have this class. This class will be capped at 20 participants. If Logan does not have enough registered, your registration fee will be returned to you.

**Please return this form and payment by February 13<sup>th</sup> to the Wright Family Center front desk.**