

HILLSBORO

health

FITNESS & AQUATICS

Waiver and Release of Liability Agreement Hillsboro Fitness and Aquatics

This Waiver and Release of Liability Agreement ("Agreement") is entered into by and between Hillsboro Fitness and Aquatics ("Facility") and the undersigned participant or the parent/legal guardian of a minor participant ("Participant"). By signing this Agreement, the Participant acknowledges and agrees to the following terms and conditions:

1. The Participant (or their parent/legal guardian, if applicable) hereby releases, waives, discharges, and holds harmless Facility, its owners, employees, agents, contractors, and representatives from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, illness, or death that may be sustained by the Participant while participating in activities at the Facility. This release of liability includes, but is not limited to, claims arising from negligence, gross negligence, or any other fault of Facility or its representatives.

2. The Participant understands and acknowledges that participating in activities at Facility, including but not limited to swimming, fitness classes, aquatic programs, and other recreational activities, involves inherent risks. These risks may include, but are not limited to:

- Risk of injury, illness, or death due to physical exertion, slips, falls, or collisions.
- Risk of injury or illness due to exposure to water, chemicals, or other environmental factors.
- Risk of injury or illness due to the actions or negligence of other participants, staff, or third parties.

The Participant voluntarily assumes all risks associated with participation in these activities and agrees to take full responsibility for their actions and decisions. By signing this Agreement, the Participant acknowledges that they have been informed of these risks and understand the potential consequences.

3. Facility is committed to maintaining a safe and respectful environment for all participants, staff, and visitors. The Facility reserves the right to temporarily suspend or revoke the privileges of any individual who is under investigation for or has been accused of inappropriate behavior, including but not limited to allegations of sexual misconduct. Such suspension will remain in effect until the allegation is deemed unfounded or resolved through appropriate legal channels.

The Facility also reserves the right to escort any individual off the property if their behavior is deemed inappropriate, unsafe, or disruptive to others. This includes, but is not limited to, behavior that violates the Facility's code of conduct or poses a risk to the safety and well-being of others.

4. If the Participant is a minor or if the Participant has children who will be utilizing the Facility's services, the parent/legal guardian must acknowledge and agree to the following:

- They are responsible for the actions and decisions of their child(ren) while participating in activities at Facility.
- They understand and accept the risks associated with the activities and agree to hold Facility harmless for any injuries, illnesses, or damages that may occur.

- They agree to update this Agreement to include the names of any additional children who will be utilizing the Facility's services in the future.

If the Participant is not currently a parent or guardian, they acknowledge that this Agreement may need to be updated in the future to reflect changes in their family status, including the addition of children.

5. In the event of an emergency, the Participant (or their parent/legal guardian) authorizes Facility and its staff to obtain necessary medical treatment for the Participant. The Participant agrees to bear all costs associated with such medical treatment and releases the Facility from any liability related to such decisions or actions.

6. The Participant grants Facility the right to photograph, record, or otherwise capture their likeness and/or voice during activities at the Facility. These materials may be used for promotional, educational, or other purposes without compensation or further approval.

7. The Participant (or their parent/legal guardian) acknowledges that they have read this Agreement, fully understand its terms, and sign it voluntarily. The Participant understands that by signing this Agreement, they are giving up certain legal rights, including the right to sue.

8. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Participant Information

Name of Participant (Print): _____

Signature of Participant (or Parent/Guardian): _____

Date: _____

Emergency Contact Information

Name: _____

Phone: _____

Relationship to Participant: _____

Children's Names (if applicable)

1. _____

2. _____

3. _____