

# Open Gym Liability Waiver Form – WHUMC El Paso

Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

Parent/Legal Guardian's Name (If Applicable): \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Add me to the weekly church news email for more information on upcoming events. Yes \_\_\_\_\_ No \_\_\_\_\_

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

In consideration of participating in the Open Gym Night at Western Hills UMC Stewart Family Life Center, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, *including permanent disability, paralysis, and death*, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below: and that there may be other risks either not known to me or not readily foreseeable at this time: and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity. I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF

RISK, AND INDEMNITY AGREEMENT, understand that I have given any substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

## **PARENTAL CONSENT**

AND I, the minor's parent and/ or legal guardian, understand the nature of the activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I the minor, or anyone on the minor's behalf makes a claim against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim. I hereby authorize Western Hills UMC to seek medical attention including transportation to a medical facility for me and/or my children participating in Open Gym Night. This would include any problems in the medical history of my children participating in Open Gym Night. This would include any allergic reactions that my child (ren) may have.

Participant/Parent-Legal Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_