



### WELLNESS PROGRAM WAIVER AND RELEASE OF LIABILITY

In consideration for the privilege of participation in the Wellness Program (the "Program") and use of either the MJ Wicks Family Wellness Center or the Pt. Defiance~Ruston Senior Center ("the Facility"), the undersigned enters into this **Waiver and Release of Liability** (the "Agreement"). As it is used herein, the term "Franke Tobey Jones" shall include the Program, the Facility, and all agents, servants, employees, insurers, successors and assigns of Franke Tobey Jones.

1. I hereby **WAIVE** and **RELEASE** Franke Tobey Jones from **ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES OR SUITS** at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the Facility, use of the Facility and/or equipment, or participation in the Program. I acknowledge that Franke Tobey Jones is not responsible for lost or stolen property within the Facility. This is not intended to release Franke Tobey Jones from any liability resulting from its intentional conduct or gross negligence.

I have read, understood, and accepted the conditions of paragraph 1 above. **Initial:** \_\_\_\_\_

2. I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the Facility's equipment and/or participation in the Program. I understand and agree that it is my sole responsibility to obtain a doctor's approval. By signing this Agreement, I represent and acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and/or use of the Facility without the approval of my physician. I understand that strength, flexibility and aerobic exercise, including the use of equipment, is potentially a hazardous activity; I also understand that fitness activities involve a risk of injury or death, even if I have obtained a doctor's approval to participate, and that I am voluntarily participating in these activities and using the equipment and machinery with knowledge of the dangers involved. I hereby agree to **expressly assume and accept any and all risks of injury, including death.**

I have read, understood, and accepted the conditions of paragraph 2 above. **Initial:** \_\_\_\_\_

3. I recognize that the Facility and activities therein may not be supervised, and I use the Facility and participate in the activities entirely at my own risk. In addition, I understand that Franke Tobey Jones reserves the right, in its sole discretion, to remove me from the Program or otherwise prohibit me from using the Facility for any reason, including exhibiting conduct that is considered irresponsible, inappropriate, offensive, or intimidating in the sole discretion of Franke Tobey Jones. I agree that my sole remedy against Franke Tobey Jones is a claim for return of the unused portion of the fees paid.

I have read, understood, and accepted the conditions of paragraph 3 above. **Initial:** \_\_\_\_\_

4. I further covenant and agree not to institute any claims or legal action against Franke Tobey Jones for any claim released by this Agreement. I further agree that should any claim be made against Franke Tobey Jones in contravention of this Agreement, including but not limited to derivative claims, I will **protect, defend, and completely indemnify** (reimburse) Franke Tobey Jones for any such claim and expenses including attorneys' fees and costs incurred by Franke Tobey Jones in defending itself or security indemnity thereunder. Venue for any dispute shall be Pierce County, Washington.

I have read, understood, and accepted the conditions of paragraph 4 above. **Initial:** \_\_\_\_\_

I have read the entire Agreement above and understand that by signing the Agreement I have consented to be bound by its terms, including the **WAIVER AND RELEASE OF LIABILITY** and any other legal right I may have to sue Franke Tobey Jones, and the **INDEMNIFICATION** of Franke Tobey Jones for reimbursement of any costs it incurs because of a claim or legal action brought in violation of this Agreement. I have read the rules and regulations governing the use of the Facility, and I agree to fully comply with all rules and regulations, including any amendments.

Name (please print): \_\_\_\_\_

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