

**City of Big Falls Fitness Center  
Day Use/Visitor  
Waiver and Release of Liability**

Applicant's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell \_\_\_\_\_

FOR APPLICANTS 14-17 YEARS OF AGE: Birthdate \_\_\_\_\_

Parent or Guardian's Information

Name(s) \_\_\_\_\_

Home Phone(s) \_\_\_\_\_ Cell(s) \_\_\_\_\_

**Please read carefully before signing.**

On my behalf, and the behalf of my minor children, if any, I seek permission from the City of Big Falls, Minnesota (the "City") to use the fitness equipment located in the Big Falls Fitness Center. As a condition using the Fitness Center, I voluntarily enter into the following Waiver and Release of Liability and agree to the following conditions:

1. I acknowledge that participating in fitness activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I know and am aware of all the dangers associated with my participation in fitness activities and with such knowledge assume any and all such risks while participating in fitness activities.
2. I acknowledge that City staff will not be present when I use the Fitness Center through the 24/7 program. I expressly assume all risk of injury while using the Fitness Center. I acknowledge that surveillance cameras may be used, and I consent to being monitored by such cameras.
3. To the best of my knowledge I have no physical or medical conditions that would prevent me from participating in fitness activities. I acknowledge that the City recommends that prior to participating in fitness activities, I should first consult with my physician and abide by any limitations set by my physician.
4. I understand and agree that neither the City or any person acting on behalf of the City, may be held liable in any way for any event which occurs in connection with my use of the Fitness Center which may result in harm, death, injury or other damage to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by the City or any person acting on behalf of the City.
5. I hereby agree to reimburse the City for damages to property or equipment that are the result of my conduct.
6. I agree to defend, indemnify and hold harmless the City for any expense or liability the City may incur as a result of my conduct, actions or omissions while using the Fitness Center.

7. I acknowledge that I have read the Fitness Center Policy and I agree to abide by it in its entirety. I agree that a violation of any part of the Policy could result, in the sole discretion of the City, in the revocation of my privilege to use the Fitness Center. I also acknowledge that the Policy may be modified by the City from time to time, and that I agree to abide by said modifications as a condition of continued use of the Fitness Center.
8. I agree that I am responsible for any guests I bring to the Fitness Center. Any guest of mine must register with the City prior to using the Fitness Center and complete a waiver and release of liability and purchase a day pass. I agree to defend and indemnify the City for any damage to the Fitness Center caused by my guest and to defend and indemnify the City for any claims against the City arising from my guest's actions.
9. It is my express intent that this Waiver and Release shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
10. If I have minor children using the Fitness Center, I certify that I am the parent or legal guardian of said children and hereby consent to their use of the Fitness Center on the same terms set forth in this waiver and release of liability. I also agree that said children will follow any rules applicable to minors using the Fitness Center.
11. I have read the above and understand the legal significance of signing this document.

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

Parent/Guardian of Minor Applicant \_\_\_\_\_ Date \_\_\_\_\_