



Inman Recreation Commission

Wellness Center

User Release and Assumption of Risk

I understand the risk of injury from IRC wellness center activities and using any IRC wellness center equipment is significant, including the potential for permanent paralysis and death. **I ACKNOWLEDGE AND FREELY ASSUME ALL SUCH RISK**, both known and unknown. I acknowledge that the **WELLNESS CENTER** is unsupervised, and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of fitness center staff on the premises during those unsupervised and supervised hours. I understand that the Inman Recreation Commission runs and operates this fitness center and **I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE INMAN RECREATION COMMISSION**, their respective board members, officers, affiliates, agents and employees, other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and renters of premises used to conduct any sponsored events (Releasees), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, or otherwise, that may arise out of or in connection with my using any of the equipment or the facilities of the wellness center or any incident that occurs while using the wellness center or engaging in any wellness center activities on or off the premises or otherwise related to my use of the wellness center.

I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of Kansas, and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that Inman Recreation Commission is relying on this release to enter into this agreement.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Primary Member Signature _____ Date _____

Printed Name _____

Member 2 Signature _____ Date _____

Member 3 Signature _____ Date _____

Member 4 Signature _____ Date _____

For Rec Center members under the age of 18: I hereby sign as parent/guardian of all minor children and agree that all minor children are covered by this release.

Parent/Guardian Signature _____ Date _____