



**HESS FITNESS CENTER
CONSENT FORM**

Name _____ **Date** _____

Address _____
Street City Zip

Birthdate _____ **Home Phone** _____

Cell Phone _____ **Work Phone** _____

E-mail address _____

In Case of Emergency, Notify _____

Name

Phone Number(s)

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to benefit from the programs of the Hess Fitness Center ("Fitness Center") owned and operated by McPherson Hospital and to use its equipment, the undersigned, hereby acknowledges, agrees, and represents that he or she has, or will, inspect and carefully consider such premises' equipment and facilities. It is further warranted that each entry into the Fitness Center for observation or use of any facilities or equipment or participation in such program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observations, use or participation.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES AND DISCHARGES McPherson Hospital its trustees, officers, and agents (hereinafter referred to as "Hospital") from all liability to the undersigned, personal representatives, assigns, heirs, and next of kin for any loss or damages on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Hospital or otherwise while the undersigned is in , upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Fitness Center.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Hospital from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon, or about the premises or in any way observing or using any facilities or equipment of the Fitness Center or participating in any program affiliated with the Fitness Center whether caused by the negligence of the Hospital or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Hospital or otherwise while in, about or upon the premises of the Fitness Center and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Fitness Center.
4. Undersigned acknowledges that children under 16 years of age are not allowed in the Fitness Center and a person must be at least 16 years of age to participate.
5. The undersigned acknowledges that the premise is not monitored or supervised 24/7 and that by exercising during any unsupervised time, they are assuming the risk of injury or death without onsite assistance.
6. Hospital employees who are authorized members of the Center must also acknowledge that any injuries incurred while participating in Center exercise routines are not arising out of their employment at the Hospital. Employees should not be “on the clock” and no employee’s job duties requires exercise at the Center. Use of the Center is a personal discretionary activity, and employees will not be able to claim workman compensation for those exercise induced injuries.

THE UNDERSIGNED further expressly agrees that the Foregoing RELEASE THE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Kansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

If you are under 18- Parent or legal guardian must read and sign below

By signing as a parent or guardian of a participant under 18 years of age, you agree to the above terms on behalf of the minor and agree that the minor and anyone acting on behalf of the minor shall be bound by such terms and conditions.

I HAVE READ THIS RELEASE. THIS RELEASE REMAINS EFFECTIVE FOR AN INDEFINITE PERIOD OF TIME.

SIGNATURE _____

DATE: _____

Print Name: _____