



Holbrook Fitness Center Agreement

Full Name: _____

First

Middle Initial

Last

Mailing Address: _____

Street Address- Po Box

City

State

Zip

Phone (_____) _____ Email Address: _____

Emergency Contact _____ Emergency Number: (____) _____

Rules

I understand that participation is granted on an individual basis, is nonrefundable, and non-salable.

I agree to abide by the City of Holbrook and Fitness Center Policies. As a user, I may be denied participation for violation of these policies. I also understand that no one under the age of 12 is allowed to utilize the Fitness Center.

Release of Liability and Assumption of Risk

In consideration of my use of the exercise equipment and facilities provided by the City of Holbrook, I expressly agree and contract, on behalf of myself my heirs, executors, administrators, successors and assigns, that the City of Holbrook and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, on or about the premises, or as a result of the use of equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the City of Holbrook.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the City of Holbrook, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, present to future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of equipment and facilities.

I expressly agree to indemnify and expressly wave release and hold the City of Holbrook harmless against any and all claims, demands, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me, myself.

I agree to be solely responsible for safety and wellbeing of myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities, and equipment.

I agree to comply with the rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I understand and acknowledge that the use of exercise equipment involves risk of severe injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Print Name: _____

Signature: _____

Notes: If the FOB is lost, a \$5.00 replacement fee will be charged.

The Fitness Center is not responsible for lost, stolen, or damaged articles. Do not bring valuables to the Fitness Center.