Town of Seymour Fitness Center

20 Pine Street

Seymour, CT 06483

Acknowledgement and Assumption of Risks

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that the Seymour Fitness Center provides the opportunity to use equipment, including strength training equipment, cardio equipment, free weights and stretching/abdominal equipment. I further affirm that I understand that the activities in which I may engage as a Seymour Fitness Center member may be physically strenuous and involve the dangers inherent in participation in such activities.

I, the undersigned, am fully aware of the potential dangers inherent in participating in the Seymour Fitness Center. I accept full responsibility to verify with my physician that I have no physical or psychological problems that would prohibit my participation in the Fitness Center. I further certify that I have no physical weakness or defect that might endanger my health by participating in these activities. I hereby assume the risk of personal injury and/or damage to my personal property in undertaking these activities. I consent to emergency treatment if required. The Town does not provide accident or hospitalization insurance for participants. All participants are advised to have adequate personal coverage.

I further understand and agree to comply with all policies, rules and procedures regarding the use of the equipment and facilities that are a part of the Seymour Fitness Center.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Town of Seymour, its officers, officials, agents, students and/or employees (“Releasees”) from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of my use or occupancy of the Seymour Fitness Center or any fitness/wellness activity occurring therein, including any injuries arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. I further state that I am at least eighteen (18) years of age and fully competent to sign this document, and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

**I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST THE TOWN OF SEYMOUR FOR ANY INJURY SUSTAINED.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Name Participant Signature Date