



# SENIOR WALKING AGREEMENT & WAIVER

First Name: \_\_\_\_\_ M.I. \_\_\_\_\_ Last: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Gender: \_\_\_\_\_

Date of birth: \_\_\_\_\_

## PLEASE LIST EMERGENCY CONTACT INFORMATION

\*List at least one (1)\*

FULL NAME	PHONE NUMBER	RELATIONSHIP TO APPLICANT

## PLEASE INITIAL EACH LINE BELOW:

\_\_\_\_\_ I understand that this pass permits me to walk ONLY on the track.

\_\_\_\_\_ I understand the free senior walking hours are ONLY between 10:00am and 2:00pm.

\_\_\_\_\_ I understand that I must be 60 years or over to be considered a senior and participate in free senior walking.

Waiver and Indemnification. The pass holder is aware of, and acknowledges, the possibility and inherent risk of injury, including, but not limited to, personal injury or property damage, permanent disability or death, directly or indirectly associated with the use of swimming facilities, exercise equipment, aerobic exercising, and team or individual sports and other activities offered at the Community Center (hereinafter the "Facilities and Activities"). The pass holder further understands that serious and permanent injury can occur even where participants act with care and adhere to safety standards in using the Facilities and participating in the Activities, or that other participants using the Facilities and participating in the Activities may choose not to act with care and adhere to safety standards, and understands that it is the responsibility of the pass holder to use the Facilities and participate in the Activities in a safe manner and pass holder accepts that responsibility. IN CONSIDERATION for being permitted to use the Facilities and participate in the Activities, the pass holder, on behalf of himself/herself, his/her successors, and assigns, hereby releases and forever waives and discharges—and agrees to indemnify and hold harmless Washington City, its successors, assigns, directors, officers, agents, representatives, employees, both jointly and severally, from any and all actions, covenants, claims and demands for damages or injuries, costs or losses, however arising, which may have been or may be sustained by the pass holder, in an way relating to or arising out of use of the Facilities and participation in the Activities. The pass holder desires and hereby agrees to assume all risks to himself/herself associated with the use of the Facilities and participation in the Activities. The terms of this document apply to any and all Activities participated in by the pass holder in conjunction with the Facilities at any time after the execution hereof. THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING WASHINGTON CITY AND ITS SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, AGENTS REPRESENTATIVES, EMPLOYEES, BOTH JOINTLY AND SEVERALLY, FROM LIABILITY FOR ANY INJURIES. THE PASS HOLDER UNDERSTANDS AND ACKNOWLEDGES HIS/HER RIGHT TO CONSULT AN ATTORNEY REGARDING THE CONTENTS HEREOF, BEFORE SIGNING. THIS RELEASE AND WAIVER OF LIABILITY EXTENDS TO ALL CURRENT AND FUTURE USE OF THE FACILITIES AND PARTICIPATION IN THE ACTIVITIES OF THE UNDERSIGNED IN CONJUNCTION WITH THE WASHINGTON CITY COMMUNITY CENTER.

The Undersigned hereby agrees to the above release, waiver and indemnification provisions. The Undersigned has read each and every provision of this document, understands the meaning and effect thereof and agrees to abide by the terms and conditions of this document and represents that he/she is 18 years of age or older. The terms of this document apply to any and all Activities participated in by the Undersigned in conjunction with the Facilities at any time after the execution hereof.

**IN WITNESS WHEREOF, the Undersigned has executed this Release and Waiver on**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_