

The Shaw JCC of Akron
WAIVER and RELEASE OF LIABILITY

In consideration of my voluntary participation at the Jerry Shaw Jewish Community Center of Akron for any purpose including, use of facilities, participation in activities and programs or participation in any way the Undersigned Hereby Agrees to the following:

The Undersigned Hereby acknowledges, agrees, and represents that he/she has inspected such premises and equipment and the Undersigned finds and accepts them as being safe and reasonably suited for the purposes of use.

The Undersigned Hereby Releases, and Covenants not to Sue The Jerry Shaw Jewish Community Center of Akron, its owners, employees, and instructors from any and all claims resulting from ordinary negligence for loss, damage, or theft of personal property, personal injury or death, while the undersigned is in, upon, or about the premises or any facilities or equipment, therein. **The Undersigned hereby voluntarily waives any and all claims resulting from ordinary negligence both present and future** that may be made personally, by family, estate or assigns.

The Undersigned Hereby Agrees to Indemnify and Hold Harmless The Jerry Shaw Jewish Community Center of Akron and others listed from any loss, liability, damage or cost that may incur due to the presence of the Undersigned, on or about the premises of The Jerry Shaw Jewish Community Center of Akron whether caused by the negligence of the releasees or otherwise.

The Undersigned is aware that health and fitness club activity may range from vigorous cardiovascular activity (i.e. aerobics, cycling, swimming, steppers, treadmills) to the strenuous exertion of strength training (i.e. free weights, weight machines). The Undersigned fully understands that these and other physical activities at The Jerry Shaw Jewish Community of Akron may involve certain risks, including, but not limited to, death, neck or spinal cord injury, heart attack, injury to the bones, joints, or muscles, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury that could occur during or after participation in any program.

The Undersigned declares that he/she is physically sound and suffers no condition, impairment, disease, or other illness that would prevent participation or use of equipment. The Undersigned acknowledges that he/she has been informed of the need for a physician's approval to participate in an exercise/fitness activity or in the use of exercise equipment. The Undersigned acknowledges he/she has had either a physical exam and been given a physicians permission to participate or that they have decided to participate in activity and use of equipment without the approval of a physician and do hereby assume all responsibility for his/her participation and utilization of all equipment.

The Undersigned clearly understand that no representations or warranties of any kind, whether expressed or implied, have been made to the undersigned guaranteeing the results of the program in which the undersigned has enrolled.

The Undersigned acknowledges and agrees that the course in which they have enrolled is restricted to The Jerry Shaw Jewish Community Center of Akron and does not have the right to assign his/her rights to the course. The Undersigned further acknowledges and agrees that the enrollment contract can not be cancelled and that he/she is entitled to no refunds under any circumstances.

The Undersigned agrees he/she has read this entire document before signing below, The Undersigned fully realizes that this is a legal document, which affects any claims that he/she may have resulting from the use of The Jerry Shaw Jewish Community of Akron. The Undersigned further understands that this Waiver and Release of Liability is intended to be broad and inclusive and if any portion is deemed void in a court of law it is agreed that this will have no effect on the remainder of the waiver.

Name (printed) _____ Effective date _____

Address _____

Phone (H) _____ (W) _____

Signature _____
(Parent or legal guardian if under 18 years of age)