

Release, Indemnification and Agreement for Guests

In consideration of being permitted to participate in the programs and activities, and to use the pool, whirlpool/spa, equipment, and other items, services and facilities at the Wellness Center, in addition to the payment of any fee, I do hereby fully and forever waive, release and discharge and agree to indemnify and hold harmless The Elim Park Baptist Home, Inc. and its affiliates, subsidiaries, respective agents, servants, employees, officers, directors, trustees, successors, predecessors, assigns, and insurers (the "Releasee") from any and all claims, demands, damages, costs, injury (including but not limited to injury or damage to myself), actions, rights of action, responsibilities and liabilities of whatever kind or nature resulting from or arising out of my participation in the programs or activities of the Wellness Center or my use of the pool, whirlpool/spa, equipment, any other items, services or facilities at the Wellness Center, except resulting from the negligence of the Releasee. **(Please initial. _____)**

I understand and am aware that strength, flexibility, balance training, and aerobic exercise, including the use of the pool, whirlpool, equipment, and other items, services and facilities, and participation in fitness programs and activities, is a potentially hazardous activity with certain inherent risks.

I also understand participation in activities and programs and use of the pool, whirlpool, equipment and other items, services and facilities involve a risk of injury and even death. These risks include but are not limited to drowning, cardiovascular complications, stroke, fainting, muscle strain and aches.

I am voluntarily participating in these activities and programs and using all equipment, and other items, services and facilities and the pool and whirlpool with knowledge of the dangers involved.

I also acknowledge that I am using the pool, whirlpool, equipment and other items, services and facilities and programs and activities without supervision, and the staff at the Wellness Center will not have any first aid or other training to assist me if needed. I hereby agree to expressly assume and accept any and all risks of injury or death, except resulting from the negligence of the Releasee. **(Please initial. _____)**

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of the Wellness Center or the use of the pool, whirlpool, equipment, or other items, services or facilities at the Wellness Center. I currently participate in similar activities in places other than the Wellness Center without any limitations.

I am not taking any prescriptions or other medicine that would prevent my participation in any of the activities or programs of the Wellness Center or the use of the pool, whirlpool, equipment or other items, services or facilities at the Wellness Center. I do hereby acknowledge that a physician's approval has been recommended to me prior to participating in the programs or activities or using the pool, whirlpool/spa, equipment, or other items, services or facilities. **(Please initial. _____)**

I realize use of the Wellness Center is a privilege. Failure to follow the Wellness Center's policies and procedures may result in the loss of this privilege. All my questions about the Wellness Center and its programs, activities, equipment, pool, whirlpool, and other items, services and facilities, as well as about this Release, Indemnification and Agreement, have been fully answered. I acknowledge that I have read this Release, Indemnification and Agreement in its entirety, that I understand the terms of this Release, Indemnification and Agreement, and have signed this Release, Indemnification and Agreement voluntarily and with full knowledge of its effects.

I am a guest of (print name of resident): _____

Guest Name(print): _____ Signature: _____ Witness: _____

Date: _____ **I have read the Orientation Information for Guests. Guest Signature:** _____