



# Membership Contract

Cripple Creek Parks and Recreation

**PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

- 1 I understand and acknowledge that the activity in which I am about to engage bears known risks and unanticipated risks which would result in injury, death, illness, disease, emotional distress or damage to myself, properties, or to third parties. The following describes some, but not all, of those risks:
  - A. The nature of the fitness programs which include, but are not limited to, recommendations or advice given by Cripple Creek Parks and Recreation, its trainer(s), agents, employees, and persons or entities concerning diet, health, or exercise programs adopted by the participant;
  - B. The acts or omissions, negligent in any degree, of Cripple Creek Parks and Recreation, its trainer(s), agents, employees, and other persons, or entities;
  - C. Latent or apparent defect or conditions in equipment or facilities (including buildings) supplied by Cripple Creek Parks and Recreation or other persons or entities;
  - D. Use or operation, by myself or others, of equipment or facilities (including buildings) supplied by Cripple Creek Parks and Recreation or other persons or entities;
  - E. Acts of other participants or guests during the fitness programs established by Cripple Creek Parks and Recreation, trainer(s), agents, employees, or other persons;
  - F. My own personal condition or my own acts or omissions;
  - G. First-aid, emergency treatment or other services rendered by Cripple Creek Parks and Recreation, its trainer(s), agents, employees, or other entities;
- 2 I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks.
- 3 I hereby voluntarily release, forever discharge, and agree to hold harmless in indemnity Cripple Creek Parks and Recreation, from any and all liability, claims, demands, actions, or rights of actions, which are related, to arise out of, or in any way connected with my participation in this activity, including those allegedly attributable to the negligent acts or omissions of.
- 4 By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will have no right to make a claim or file a lawsuit against the City of Cripple Creek, Cripple Creek Parks and Recreation, its trainer(s), agents employees, or any other persons or entities acting in any capacity on its behalf even if they or any of them negligently cause such an injury or damage.
- 5 Should the City of Cripple Creek and/or Cripple Creek Parks & Recreation, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify, and reimburse for such fees and costs.
- 6 I certify that I have health, accident and liability insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the cost of such injury or damage myself.
- 7 I give my consent for photographs to be used in any way Cripple Creek Parks and Recreation may care to use them.

*My signature below indicates that I have had sufficient opportunity to read this entire document, that I have read it, and that I understand it affects my legal right; I agree to be bound by its terms.*

Participant's Signature: \_\_\_\_\_

Participant's Name (please print): \_\_\_\_\_

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

If under 18, Parent/Guardian Signature: \_\_\_\_\_