



CITY OF FRIENDSWOOD
 PARKS AND RECREATION DEPARTMENT
 ADULT FITNESS PARTICPANT INFORMATION AND WAIVER

Last Name		First Name		MI
Address		City	State	Zip
Home Phone	Cell Phone	Email		
Emergency Contact Name		Emergency Contact Phone Number		

PLEASE READ CAREFULLY AND INITIAL/SIGN

ALL PARTICIPANTS ARE ENCOURAGED TO HAVE A PHYSICAL EXAMINATION AND OBTAIN ADEQUATE HEALTH AND ACCIDENT INSURANCE PRIOR TO PARTICIPATION IN CITY ACTIVITIES OR PROGRAMS.

I desire to participate in the City of Friendswood's Adult Fitness Program (the "Program") and am over 18 years of age. In consideration of having the opportunity to participate, I hereby freely agree to and make the following contractual representations and agreements (*Initial each line*):

_____ I thoroughly understand the characteristics and nature of the Program, in which I am to participate, and have been informed and/or have informed myself not only of the fitness requirements for the Program but also the characteristics of the property on which such Program is to be held. I represent to the City of Friendswood (the "City") that I am physically fit to participate in the Program without any threat to my health and safety or the health and safety of others. I fully realize the dangers of Program and wholly assume the dangers and risks, whether obvious or latent, associated or in any way connected therewith.

_____ **I for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively "successors") hereby waive, release, acquit and forever discharge, indemnify, hold harmless and defend the City and its officers, agents, and employees of and from any and all injuries, deaths, damages, claims, causes of action, suits, liabilities, and demands of whatever nature, whether contractual, constitutional, statutory or in tort or otherwise, which I might now have or that might subsequently accrue by reason of any matter or thing whatsoever and particularly growing out of or in any way connected with, directly or indirectly, my participation in the Program, regardless of the negligence or culpability of the City. It is my expressed intention that the indemnity provided for in this paragraph is an indemnity by me to indemnify, protect, and defend the City and its officers, agents, and employees from the consequences of the City's and/or its officers', agents' and employees' own negligence whether that negligence is the sole or a concurring cause of any debts, injuries, deaths, damages, claims, causes of action, suits, liabilities, and demands of whatever nature, known or unknown, whether contractual, statutory or in tort or otherwise. In the event that any action or proceeding is brought against the City or its officers, agents and/or employees by reason of any of the above, I further agree and covenant to defend the action or proceeding by legal counsel acceptable to the City.**

_____ I hereby give the City the right to photograph, televise, film, and sound record my acts, appearances and utterances and to use any descriptive words or names, including my name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method and to use for any purpose which the City deems proper. All such photographs, teletapes, films and sound recording shall be the exclusive property of the City and I hereby relinquish all rights, title, and interest therein.

_____ I agree for myself and successors, that the above-referenced representations are contractually binding and are not merely recitals and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for all associated expenses, including, but not limited to, court costs, expert witness fees, and legal fees, incurred by the City or any other person herein indemnified.

_____ I represent and warrant that I have been given an opportunity to consider this agreement and its meaning and effect, that I have not been influenced to any extent whatsoever or induced to enter into this agreement in reliance upon any statement, promise or representation of the City or any of the other parties hereby released. I, by my signature below, acknowledge that I have read this agreement, and that I fully understand the same, and that I have executed the agreement of my own free will and accord. If I am under 18 years of age, my parent or legal guardian has completely reviewed this waiver, understands and consents to its terms, and authorizes my participation.

If any provision hereof shall be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect. This agreement shall become effective and enforceable immediately upon its execution by me.

Participant Signature

Date

This form is to be completed and signed by each person participating in the Program.