

**TOWN OF SARATOGA, WYOMING
RELEASE OF LIABILITY AND WAIVER
PLEASE READ CAREFULLY BEFORE SIGNING**

**WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY
AGREEMENT**

In consideration of participating in gym/multipurpose room use, weight room use, swimming, “Fitness Classes” (including, but not limited to gymnastics, dance, water aerobics, cycling, yoga, high intensity interval training, low impact fitness, Qigong, and any other fitness class taught by an instructor), and any other recreational activity (“Fitness Activities”), whether supervised or unsupervised, at the Platte Valley Community Center Recreational Facility (“Community Center”) and Town of Saratoga Municipal Pool, Saratoga, Wyoming (“Pool”), facilities together referred to as (“Recreational Facilities”), I acknowledge and agree as follows:

I will abide by all Recreational Facilities policies and procedures regarding Fitness Activities. I certify that I and my children are in good health and that I and my children have no physical limitations that would preclude my or their safe use of the Recreational Facilities or participation in Fitness Activities.

There are inherent risks, both known and unknown, associated with the Fitness Activities and these risks may be increased when the participants are minors. I am aware that these risks may include, but are not limited to:

- Physical injuries;
- Psychological injuries;
- Drowning and death;
- Hazards regarding walking near and around the Recreational Facilities grounds;
- Temperature extremes;
- Inclement weather conditions and unavailability of immediate medical attention in case of injury.

I understand and acknowledge that such risks cannot be eliminated nor does the Town of Saratoga, its agents, employees, volunteers, affiliates, members, trustees, officers, directors, representatives, assignees, insurance carriers, independent contractors, Platte Valley Community Center Joint Powers Board (hereinafter the “Released Parties”) have the duty, responsibility, or ability to eliminate, alter or control such risks due to the nature of such activities. I knowingly assume all such risks of injury or death, that may result from my and/or my child’s participation in Fitness Activities, and I assume full responsibility for my child’s and my own participation. I understand the risks, hazards and dangers of Fitness Activities and have had the opportunity to discuss them with the Released Parties. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the inherent risks. I am voluntarily using the services of the Released Parties and hereby assume and accept any and all risks of injury, paralysis, or death.

I understand and acknowledge that the Fitness Class instructors are independent contractors and are not Town of Saratoga employees, and neither the Town of Saratoga nor the Platte Valley

Community Center Joint Powers Board are responsible for the Fitness Class instructors' actions or inactions.

For myself, my child participating in Fitness Activities, and my heirs, attorneys, representatives, successors, beneficiaries and all others in privity with them, I hereby **RELEASE** the Released Parties and their attorneys, agents, representatives, insurers, heirs, successors beneficiaries and all others in privity with them, individually and collectively, from any and liability for all damages, arising out of or connected with my or my child's participation in Fitness Activities. This release includes and is intended to release all claims, demands, and causes of action for bodily injury, property damage, personal injury, legal injury or other legal or equitable relief, **INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS THAT MAY BE BASED IN WHOLE OR IN PART ON THE ALLEGED OR ACTUAL FAULT OR NEGLIGENCE OF RELEASED PARTIES, THEIR ATTORNEYS, AGENTS, REPRESENTATIVES, INSURERS, HEIRS, SUCCESSORS OR BENEFICIARIES.**

For myself, my child participating in Fitness Activities, and my heirs, attorneys, representatives, successors, beneficiaries and all others in privity with them, I hereby **AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS** the Released Parties and their attorneys, agents, representatives, insurers, heirs, successors, beneficiaries and all others in privity with them, individually and collectively, from any and all claims, demands, damages, costs, attorney's fees or expenses due to any bodily injury, property damage, personal injury, legal injury, or other legal or equitable relief that may arise from or are connected with my or my child's participation in Fitness Activities. **THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS INCLUDES WITHOUT LIMITATION ANY AND ALL CLAIMS THAT MAY BE BASED IN WHOLE OR IN PART ON THE ALLEGED OR ACTUAL FAULT OR NEGLIGENCE OF RELEASED PARTIES, THEIR ATTORNEYS, AGENTS, REPRESENTATIVES, INSURERS, HEIRS, SUCCESSORS OR BENEFICIARIES.**

This Release of Liability and Waiver is contractual in nature and shall be governed by the law of the State of Wyoming and is intended to be as broad and inclusive as is permitted by Wyoming law, including the Wyoming Recreation Safety Act, W.S. §§ 1-1-121 et seq.

In any event any portion of this Release of Liability and Waiver is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of this Release of Liability and Waiver shall not be affected or impaired in any way and shall continue in full legal force and effect.

The Town of Saratoga does not waive sovereign immunity by entering into this agreement and specifically retains all immunities and defenses available to it as a sovereign pursuant to W.S. § 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions and similar provisions should not be construed as a waiver of sovereign immunity.

This Release of Liability and Waiver shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY I ENGAGE IN FITNESS ACTIVITIES AND WILL REMAIN IN FULL LEGAL EFFECT UNLESS REVOKED IN WRITING BY ME. I UNDERSTAND THAT IF I REVOKE THIS AGREEMENT, I WILL NOT BE ALLOWED TO PARTICIPATE IN FITNESS ACTIVITIES AT THE RECREATIONAL FACILITIES.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. IF PARTICIPANT IS LESS THAN EIGHTEEN (18) YEARS OLD, THE PARENT OR LEGAL GUARDIAN HAS ALSO SIGNED THIS AGREEMENT.

DATED this _____ day of _____, 2021.

Printed Name of
Participant

Signature of Participant if 18 or older

Printed Name of Parent or
Legal Guardian (if applicable)

Signature of Parent or
Legal Guardian

Address: _____

City, State, Zip: _____

Phone: _____