

Annual Contract Form

MEMBER & GUEST SERVICES RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In CONSIDERATION of being permitted to enter the City of Cuyahoga Falls Natatorium and Wellness Center (Wellness Center) for any purpose, including, but not limited to observation, use of facilities or equipment, or participation in any way, the undersigned hereby acknowledges, agrees, and represents that he or she has, or immediately upon entering, will inspect such premises and facilities. It is further warranted that such entry in the Wellness Center for observation, participation, or use of any facilities or equipment, constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for such observation or use. The Undersigned shall abide by the policies and rules of the City of Cuyahoga Falls in the use of the Wellness Center.

IN FURTHER CONSIDERATION IN BEING PERMITTED TO ENTER THE WELLNESS CENTER FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City of Cuyahoga Falls, its employees, instructors or agents; (hereinafter referred to as "Released Parties") from all liability to the undersigned; for any loss or damage, and any claim or demands therefore on account of injury or illness to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Released Parties or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them for any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the Wellness Center premises or in any way observing or using any facilities or equipment of the Wellness Center whether caused by the negligence of the Released Parties or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of the Released Parties or otherwise, while the undersigned is in, upon, or about the premises of the Wellness Center and or while using the premises or any facilities or equipment hereon.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any portion thereof is held to be invalid, it is agreed that balance shall, notwithstanding, continue in full legal force and effect.

THE MEMBER HEREBY agrees to abide by all State of Ohio and Summit County Public Health orders regarding usage of The Natatorium and all other City of Cuyahoga Falls Parks and Recreation Facilities. THE MEMBER understands that failure to abide by public health orders will result in suspension or removal from the facility(ies). The City of Cuyahoga Falls will be held harmless from any COVID-19 or any other illness traced to participation in any activity within The Natatorium and/or the City of Cuyahoga Falls Parks and Recreation Department.

THE UNDERSIGNED HAS READ, AFFIRMS THAT THEY ARE OF LEGAL AGE AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement, apart from the forgoing written agreement, have been made.

I HAVE READ AND SIGNED THIS RELEASE:

HH# _____

Adult Members (18 and over):

Name (Please Print Clearly): _____ Signature _____

Date _____

Name (Please Print Clearly): _____ Signature _____

Date _____

Name (Please Print Clearly): _____ Signature _____

Date _____

Name (Please Print Clearly): _____ Signature _____

Date _____

Name of Dependents (If Applicable)	Name of Dependents	Name of Dependents
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