

NRCCS Workout Room/ Gym WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

Please read carefully before signing. This is a release of liability and waiver of certain legal rights, and an indemnification agreement, by you on your behalf and on behalf of your minor child..

In consideration for my being permitted to utilize the property and facilities of the North Routt Community Charter School, including but not limited to the workout room and gym, I agree to the following:

I acknowledge that weightlifting, strength training, and gym use has inherent risks, hazards, and dangers for anyone. For example, athletic injuries are a risk. Accidents may result in scrapes, abrasions, sprains, broken bones, torn muscles or ligaments, head, neck or spinal injuries or, in extreme circumstances, death. I understand that these activities could cause serious illness and/or injury, and I assume all risks for any such illness and/or injury. I am in good physical condition and have the degree of skill and knowledge necessary for me to engage in these activities safely. My participation in this activity is purely voluntary.

I AM VOLUNTARILY USING THE EQUIPMENT OF NORTH ROUTT COMMUNITY CHARTER SCHOOL AS IS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

I, for myself, my heirs, successors, executors, and subrogees, and on behalf of my minor child (ren) as appropriate, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS North Routt Community Charter School, its directors, staff, officers, agents, employees, and volunteers (collectively, Releasees) from any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the school's facilities and equipment, whether such damage, loss, injury, paralysis, or death results from my negligence, the negligence of NRCCS and the Releasees, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue NRCCS or the Releasees as a result of any injury, paralysis, or death suffered in connection with my use of the school's facilities and equipment, and participation in the activities of weightlifting, strength training, utilizing workout equipment, and any sporting or athletic events that I choose to participate in.

In addition to the above waiver, I agree to indemnify and hold the Releasees harmless from any loss, liability, damages, or costs that they may incur as a direct or indirect of my or my minor child's use of the school's facilities and equipment. I agree that if the Releasees or any of them are compelled to defend any action, lawsuit or litigation by myself, my executors, or my heirs, or by any third party resulting from my use of the NRCCS facilities and equipment, I agree to pay the Releasees' costs of litigation and 117192269.1 attorneys fees.

I agree that this WAIVER, RELEASE & INDEMNIFICATION AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion herein is held to be invalid or unenforceable, the balance shall continue in full legal force and effect. This agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Name of Member: _____ Date: _____

Signature of Member: _____ Date: _____

Name of Minor: _____ Date: _____

Parent/Guardian Signature if under 18: _____ Date: _____

NRCCS assumes no liability for personal injury or for the loss or damage of personal property.