

Holbrook Fitness Center Agreement

451 1st Avenue, PO Box 970 • Holbrook, AZ 86025

(928) 524-6225

Full Name: _____
First Middle/Initial Last

Mailing Address: _____
Street Address – PO Box City State Zip

Phone: (____) _____ Email Address: _____

Emergency Contact: _____ Emergency Number: (____) _____

Rules

I understand that participation is granted on an individual basis, is nonrefundable, nontransferable, and non-salable. I agree to abide by the City of Holbrook and Fitness Center policies. As a user, I may be denied participation for violation of these policies. I understand that I cannot use the Fitness Center if I am indebted to the City. I also understand that no one under the age of 12 is allowed to utilize the Fitness Center.

Release of Liability and Assumption of Risk

I desire to use of the City's Fitness Center for certain fitness and/or recreational activities. As lawful consideration for my use of the Fitness Center, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I am aware and understand that the activities at the City's Fitness Center are dangerous activities and involve the risk of serious injury and/or death and/or property damage. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response of rescue operations of the City or its Fitness Center operation. I acknowledge that I am voluntarily participating in the activities with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of the City or otherwise.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the City, and its officers, directors, employees, agents, insurers, officers, contractors, vendors, attorneys, affiliates, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to the City's Fitness Center or my use thereof, whether arising out of the negligence of the City or any Releasees or otherwise. I covenant not to make or bring any such claim against the City or any other Releasee, and forever release and discharge the City and all other Releasees from liability under such claims. I further expressly release the City from liability for any injury or damages to me caused in whole or in part by any pre-existing medical or physical condition whether or not I know of such condition and whether or not the City knows or should have known of such condition.

This Agreement constitutes the sole and entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

I submit that all of the above information is true and understand that any false information is considered just cause for disqualification. By signing, I acknowledge that I have read and understood all of the terms of this agreement and that I am voluntarily giving up substantial legal rights, including the right to sue the City and the releases

Signature: _____ Date: _____

Notes: If the FOB is lost, a \$5.00 replacement fee will be charged.
Lockers are provided as a courtesy without guarantee of availability. The Fitness Center is not responsible for lost, stolen or damaged articles. Do not bring valuables to the Fitness Center.

A fillable form is available on-line.