



## WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

*To be completed by all members and guests before use of the FAC*

Name: \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Email: \_\_\_\_\_

I wish to participate (or I wish my children or wards to participate) in or otherwise utilize or observe the facilities, services, equipment, programs or activities of the Spring Lake Community Fitness and Aquatic Center ("Center"). In exchange, I acknowledge and agree to all of the following:

**Assumption of Risk:** I do not know of any physical or mental health condition that would prevent me or my children or wards from, or could get worse by, our participation in or use of the facilities, equipment, programs, activities or services at the Center. I have had an opportunity to inspect the Center facilities and equipment (or immediately upon entering or participating will inspect such facilities and equipment) and have accepted the Center's facilities, equipment and programs as being safe and reasonably suited for the purposes intended. I am aware of the inherent risks, to myself and my children or wards, of participating, observing, or using the facilities, activities, programs, or services of the Center, and I assume full and sole responsibility for any and all of the risks, including the risk of physical injury, drowning, or death, and including the risk of contracting illnesses, bacteria, or viruses, such as the highly contagious coronavirus, also known as COVID-19, which spreads easily in public places (like the Center) where people are present, despite efforts to reduce the risk.

**Waiver and Release of Liability:** I hereby release the Spring Lake Public Schools and its Board of Education, and its Board members (individually and collectively), officers, directors, administrators, employees, agents, and volunteers (collectively the "Releasees"), from any and all claims, demands, liability, loss, damage, illness (including exposure to or infection from germs, bacteria, or viruses, including COVID-19), and injury (up to and including death), whether known or unknown, present or future (collectively, the "Claims"), which may occur as a result of my or my child's or ward's presence at, participation in, or use of any program, activity, service, equipment, or facility associated with or comprising part of the Center, and which arise out of or relate to the negligent acts or omissions of any of the Releasees; and I hereby waive and release any and all such Claims against Releasees to the fullest extent allowed under Michigan law.

**Indemnification and Hold Harmless:** I agree to indemnify and hold harmless any and all of the Releasees from any and all liability, loss, and expense, including legal costs and attorneys' fees, incurred by any of the Releasees, arising from or relating to any one or more Claims released in the preceding paragraph.

**Governing Law and Severability:** This agreement shall be interpreted according to the laws of the State of Michigan. If a court were to find any provision or provisions unenforceable, such provision or provisions merely shall be severed and the remainder shall be enforced. No aspect of this agreement shall be interpreted to lessen legal protections that Releasees otherwise enjoy under Michigan law, and this agreement shall be in addition to, and not in derogation of, such protections.

*(continued on back)*

**Voluntary Acceptance of Agreement and Binding Effect:** I understand that Spring Lake Public Schools and its Board expressly conditions any participation in or use or observation of the facilities, services, equipment, programs or activities of the Center, by me or my child or ward, on my agreement to sign this Waiver, Release of Liability, and Indemnification Agreement ("Agreement"). I have read the Agreement. I understand it and voluntarily agree to it, and I freely sign it on my own behalf and on behalf of my children or wards. This Agreement is binding upon my legal representatives, heirs, successors, and any other person or entity who tries to claim through me.

\_\_\_\_\_  
**Printed Name**                      \_\_\_\_\_  
**Signature**                      \_\_\_\_\_  
**Date**                      \_\_\_\_/\_\_\_\_/\_\_\_\_

**For Members or Guests Accompanied by Minors:**

I wish for my child or children, or ward(s), or accompanying minor(s) (collectively, the "Minors") to participate in or otherwise use or observe the facilities, services, equipment, programs, and/or activities of the Center. In return, I acknowledge and agree that:

As a parent or guardian or adult responsible for the Minors named below, for whom I am authorized to sign this Agreement, I give permission for, and I agree to be responsible for, the Minors to use or otherwise participate in the Center's activities, programs, services, equipment, and facilities. I have read and understood this Agreement, and, on behalf of the Minors, I agree to all of the same terms and provisions of this Agreement applicable to me, above, including the provisions regarding indemnification and waiver and release of all Claims.

I specifically agree to indemnify and hold harmless any and all of the Releasees from any and all claims, demands, liability, loss, damage, illness, injury, legal costs, and attorneys' fees incurred by any of the Releasees, arising from or relating to the Minors' activities or presence in, upon, or about the Center, or arising from or relating to any released Claims, to the fullest extent allowed under Michigan law.

_____ <b>Minor's Name (printed)</b>	____/____/____ <b>Minor's Date of Birth</b>	<input type="checkbox"/> I am the Parent/Legal Guardian
_____ <b>Minor's Name (printed)</b>	____/____/____ <b>Minor's Date of Birth</b>	<input type="checkbox"/> I am the Parent/Legal Guardian
_____ <b>Minor's Name (printed)</b>	____/____/____ <b>Minor's Date of Birth</b>	<input type="checkbox"/> I am the Parent/Legal Guardian
_____ <b>Minor's Name (printed)</b>	____/____/____ <b>Minor's Date of Birth</b>	<input type="checkbox"/> I am the Parent/Legal Guardian
_____ <b>Minor's Name (printed)</b>	____/____/____ <b>Minor's Date of Birth</b>	<input type="checkbox"/> I am the Parent/Legal Guardian

\_\_\_\_\_  
**Printed Name of Adult**                      \_\_\_\_\_  
**Adult Signature**                      \_\_\_\_\_  
**Date**                      \_\_\_\_/\_\_\_\_/\_\_\_\_