



Council on Aging
of Cleveland County
100 T.R. Harris Drive - Shelby, North Carolina 28150 - (704) 482-3488



Health and Fitness Liability Waiver/ Informed Consent Form

I _____, have enrolled in the health and fitness offered through **Council on Aging of Cleveland County**. I recognize that the program involves strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training and other various fitness activities, many of which involve the use of fitness equipment. I hereby affirm that I am in good physical condition, that I do not suffer from any known condition or disability which would prevent or limit my participation and that my participation is purely voluntary and in no way mandated by **Council on Aging of Cleveland County**.

In consideration of my participation in this program and/or by my use of the equipment or facilities at the **Neal Senior Center**, I, _____, hereby waive, release and absolve the **Council on Aging of Cleveland County** and its director, board, employees, elected officials, agents, successors and assigns from any claims, demands and causes of action as a result of my voluntary participation and enrollment.

I fully understand that I may injure myself as a result of my enrollment and subsequent participation in this program and I, _____, hereby waive, release, absolve, indemnify and agree to hold harmless the **Council on Aging of Cleveland County**, its director, board, employees, elected officials, agents, successors and assigns from any and all liability now or in the future for conditions that I may obtain. These conditions may include, but are not limited to, heart attacks, heat prostration, muscle strains, pulls and/or tears, broken bones, shin splints, back injuries, knee injuries or any other injury, illness or soreness that I may sustain, including death.

I fully understand that the improper use of fitness equipment may lead to serious bodily injury and equipment failure. Accordingly, I agree to exercise good judgment in my use of such equipment at Neal Senior Center, and I, _____, hereby waive, release, absolve, indemnify and agree to hold harmless the **Council on Aging of Cleveland County**, its director, board, employees, elected officials, agents, successors and assigns from any and all liability now or in the future for any injury I may sustain related to misuse or abuse of fitness equipment. Such misuse or abuse may include, but is not limited to, violation of the manufacturer’s guidelines, including the user weight limits for the equipment (treadmill: **300 lbs.**; bikes & elliptical: **250 lbs.**).

I HEREBY AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENTS.

Signature of Participant: _____ Date: _____

Fitness Participation Agreement

I have voluntarily chosen to participate in health and fitness activities offered at **Neal Senior Center**. I have answered the questions truthfully and to the best of my ability and affirm that my physical condition is good and I have no known conditions that would prevent me from participation. I acknowledge that my participation is at my own pace and comfort level and that I may discontinue my participation at any time. I understand that injuries can occur from participation in health and fitness activities and that the **Council on Aging of Cleveland County** cannot guarantee that injuries will not occur. I give this consent having informed myself as fully as I wish of the risks of participation. I understand that the **Council on Aging of Cleveland County** personnel will review those risks further with me upon my request. Furthermore, I agree to use good judgment to monitor my exertion and to discontinue any activity that exceeds my personal limitations. I understand that by signing this agreement I hereby waive, release, absolve, indemnify and hold harmless the **Council on Aging of Cleveland County**, its director, board, employees, elected officials, agents, successors and assigns in any way from any claims, demands, or causes of action arising out of or related to my participation in this program. I affirm that I have read and understand this document and I wish to participate in health and fitness activities.

1. Participation includes possible exposure to and illness from infectious diseases including, but not limited to, MRSA, influenza, and COVID-19 (coronavirus). Participation in the activity does not always allow for proper social distancing measures and practices. While particular rules and personal discipline, choices, and behavior may reduce this risk, the risk of serious illness and death does exist (the risk of serious illness and death hereinafter referred to as “all such risks”); and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and 3.I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the **Council on Aging of Cleveland County**, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant: _____ Date: _____