



Clatsop Community College Fitness Liability Release Form (Participant w/Guardian)

(Please print)

Participant's Name: _____ Term: _____

Phone: _____ Email: _____

Parent/Guardian (Name and Phone): _____

(Check one) I am a(n): Student taking 1+ credit Community Member CCC Employee/Dependent

If you are a Community Member, check one: General Public 5 Visits-All-access 5 Visits-Track/Court/Open Gym

If you are the Dependent of a CCC Employee, print the employee's name here: _____

Activity: Use of Patriot Hall Facilities for Physical Activity

Clatsop Community College (College) **REQUIRES** anyone participating in the Physical Activity to sign and have parent/guardian sign, as applicable, the following Liability Release Form **and return it to PATRIOT HALL BEFORE** engaging in such activity.

The facilities, equipment, and exercise programs utilized by the College have been designed and instituted to provide exercise benefits and enjoyment without compromising the health and safety of participants. In physical fitness programs, certain dangers and conditions may occur, including but not limited to, muscle and joint injury, strains, sprains, bruises, hernias, and other injuries. These include injuries inflicted by the following: all manner of injury resulting from falling and impacting the floor or wall, failure of exercise equipment, injuries caused through inappropriate technique or overuse, injury resulting from increased heart rate, blood pressure and strenuous physical activity, which may include shortness of breath, lightheadedness, or death. I understand that participation in this Physical Activity will expose me or my child/minor participant to risks of injuries and that I will be engaging in Physical Activity without class supervision. Some of these risks are foreseeable, but some are unforeseeable. Examples of risks include physical injury, emotional injury, property damage, economic loss, noneconomic loss, and deprivation of rights, privileges, and immunities. Also, some of these risks cannot be eliminated due to the nature of the Physical Activities. I understand that these risks could cause harm to participant, his/her property, and harm to other persons.

I recognize that the minor's participation is not required by the College. I recognize the dangers inherent in the Physical Activities, but I am willing to participate and I am willing to allow the minor to participate in the Physical Activity. Both minor participant and I voluntarily agree to waive and discharge any and all claims against the College and release it from liability, up to and including claims for any negligent actions of the College or its employees or agents, to the fullest extent allowed by law, for myself, minor participant, our estates, our heirs, our administrators, our executors, our assignees, and our successors. I also agree to release, exonerate, discharge and Hold Harmless the College, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to me, participant, or to our property, or losses of any kind which may result from or in connection with minor's participation in the Physical Activity, up to and including injuries stemming from the negligent actions of the College or its employees or agents. **I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of the minor.**

I, the undersigned, acknowledge that it is my responsibility to procure or otherwise obtain accident and medical insurance coverage for minor participant's involvement in this Physical Activity. I further acknowledge that minor participant is responsible for following the rules and regulations of the College found online at www.clatsopcc.edu/patriothall with regard to participation in the Physical Activity. I acknowledge that if participant fails to follow the College's rules, participant may lose the right to partake in the Physical Activity and may forfeit any fees paid to participate in the Physical Activity. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

I certify that I have read this document and fully understand its contents. I freely and voluntarily assume all risks of participation in this Physical Activity on my behalf and/or participant's behalf.

Signature of Participant: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____