

Falmouth Community School

FITNESS AND EXERCISE RELEASE OF LIABILITY FORM

I _____ (individual), in consideration of being permitted to utilize fitness, exercise as a participate of a program/event offered by Falmouth Community School by and through the undersigned representative, voluntarily agrees to release, waive, discharge, defend, hold harmless, indemnify Falmouth Community School, Town of Falmouth and its agents, employees, members, managers, officers, directors, executives and affiliated entities' from any and all past, present and future claims, including but not limited to, actions seeking damages for bodily injury, property damage, death, loss of service/consortium, medical expenses, pain and suffering, mental anguish, lost wages, impairment to earn, punitive damages, and other causes of action which may arise out of the use of the indoor and outdoor fitness, exercise and swimming pool facilities.

I _____ (individual) further understand the purpose and intent of executing this waiver and release is to limit the liability of Falmouth Community School, Town of Falmouth for any injury or damages those affiliated or otherwise associated with _____ (individual) may sustain while using any Town of Falmouth or Community School buildings and outdoor space including injuries allegedly caused by the negligent and/or intentional actions and/or omissions of Falmouth Community School and Town of Falmouth and its agents and employees. _____ (Individual) also understands this waiver and release shall be binding on all successors, subsidiaries, parent companies and affiliates of _____ (individual) and shall not be assigned.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND REALASE AND AM AUTHORIZED TO SIGN ON BEHALF OF _____ (INDIVIDUAL).

Signed this _____ day of _____, 20____, at Falmouth Community School as my free act and deed, after having fully read the above.

Signature of Individual Representative

Date

Signature of Witness

Date