

Waterbury Recreation, Town of Waterbury

I, hereby agree to the following:

1. I am participating in the class (Class) offered in partnership with the Waterbury Recreation Department.
 2. I recognize that I must be in adequate physical and mental health to participate in the Class. I understand that the Class may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate and I have no medical condition which would prevent my full participation in the Class. I recognize that the Class may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Class. If I have done so, I have taken the physician's advice. I understand that the Teacher reserves the right to refuse my participation in any Class on medical, fitness or any other grounds.
 3. I am aware that my participation in the Class could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack, or stroke and my aggravate pre-existing injuries. I understand that I could experience muscle, back, neck, and other injuries as a result of my participation in the Class. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Class before I become injured or aggravate a pre-existing injury.
 4. In consideration of being permitted to participate in the Class, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Class, including those which may result from the negligence of the Teacher.
 5. In further consideration of being permitted to participate in the Class, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the Teacher ("Released Party") or Recreation Department that I may sustain as a result of participating in the Class even if the Claim arises from the negligence of the Released Party or anyone else. I agree to indemnify and hold harmless Release Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of Released Party or anyone else.
- "Claim" includes by is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Class.
6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue Release Party for any Claim caused by any negligence or other acts of Released Party.

7. I hereby understand that the Teacher and the Recreation Department from the time to time may photograph, video, or otherwise record Classes and place such photographs and videos on its website or social media. I hereby consent to the use of my image that may appear in any such photograph or video.

8. This agreement shall be construed in accordance with, and governed by, the laws of the State of Vermont and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Vermont. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators, and assigns may have against any Released Party.

Signature of Participant: _____

If participant is under 18: As legal guardian of Participant, I consent to the above Release and Waiver of Liability: _____