

St. John the Baptist Parish Liability Waiver for Organizations Using the Parish Parks and Gymnasium

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I request authorization for myself and my organization ("group") to use the St. John the Baptist Parish Parks and/or Regala Gymnasium ("SJP facilities"). I acknowledge that use of these facilities by me and my group is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Use of the parks and/ or the gym involves physical exercise, sport, and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My use of the SJP facilities is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such use. This includes any sponsored group activities or individual use of the facility or exercise equipment.
2. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I or my group may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with my use of the SJP facilities. I acknowledge that participation and use of the SJP facilities is voluntary.
3. I, on behalf of myself and my group, do hereby fully release and discharge the St. John the Baptist Parish Department of Parks and Recreation (SJP DPR) and their agents, employees and the sponsors, and those whose facilities are being used for this program (collectively, the "Released Parties") from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in all activities utilizing the facility. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself and my group, release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I, on behalf of myself and my group, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with, the SJP facilities.
5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for myself or my group's immediate care and agree that I will be responsible for payment of any and all medical services rendered.
6. I have been advised by the St. John the Baptist Parish Department of Parks and Recreation (SJP DPR) to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly use the SJP facilities; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any SJP facilities equipment prior to use and will operate such equipment in strict accordance with instructions.
7. The Released Parties are not responsible for any loss or theft of personal property brought to or left in/at the SJP facilities and I release the SJP DPR from any liability for such loss or theft.
8. I understand and agree to adhere to the SJP DPR, the facilities' policy and rules.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I am 18 years old or older. I understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

Signed: _____ **Printed Name:** _____

Organization Name: _____ **Date:** _____