



## **FITNESS AND EXERCISE AGREEMENT, WAIVER AND RELEASE**

In consideration for being permitted by the Mendocino Coast Recreation & Park District, to use the recreation facility, including participation in fitness and exercise classes and use of fitness and exercise equipment, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of use and or participation in said activities. This release is intended to discharge in advance the Mendocino Coast Recreation & Park District and its officers, employees, and agents, and the City of Fort Bragg, in its capacity as the owner of the facilities, and its officers, employees, and agents, from any and all liability arising out of or connected in any way with my use or participation in said activities, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that these activities involve an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the above persons or entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of my death or any injury or property damage that I may sustain while participating in said activities.

PARENTAL CONSENT: (to be completed and signed by parent/guardian if applicant is under 18 years of age.) I hereby consent that my son/daughter, \_\_\_\_\_ may use or participate in the above activities, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that said minor is physically able to participate use such facilities including participation such activities. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of the death or any injury or property damage that said minor may sustain while participating in said activity.

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE MENDOCINO COAST RECREATION & PARK DISTRICT AND THE CITY OF FORT BRAGG, IN ITS CAPACITY AS THE OWNER OF THE FACILITIES, AND I SIGN IT OF MY FREE WILL.**

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Signature

Name (Printed)

Date



**AQUATIC FACILITIES AGREEMENT, WAIVER, AND RELEASE**  
**(Covers Pools, Slides, Diving Boards, Aquatic Classes, and**  
**Locker Room and Shower Facilities)**

In consideration for being permitted by the Mendocino Coast Recreation & Park District, to use the aquatic facilities, including use of pools, slides, diving boards, locker room and shower facilities, and participation in aquatic classes, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of use and or participation in said activities. This release is intended to discharge in advance the Mendocino Coast Recreation & Park District, and its officers, employees, and agents, and the City of Fort Bragg, in its capacity as the owner of the facilities, and its officers, employees, and agents from any and all liability arising out of or connected in any way with my use or participation in said activities, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that these activities involve an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the above persons or entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of my death or any injury or property damage that I may sustain while participating in said activities.

PARENTAL CONSENT: (to be completed and signed by parent/guardian if applicant is under 18 years of age.) I hereby consent that my son/daughter, \_\_\_\_\_ may use or participate in the above activities, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that said minor is physically able to participate use such facilities including participation such activities. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of the death or any injury or property damage that said minor may sustain while participating in said activity.

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE MENDOCINO COAST RECREATION & PARK DISTRICT AND THE CITY OF FORT BRAGG, IN ITS CAPACITY AS THE OWNER OF THE FACILITIES, AND I SIGN IT OF MY FREE WILL.**

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Signature

Name (Printed)

Date