

Grafton Health, Fitness and Event Center
416 N Main St. Grafton, OH 44044
440-926-2781

Participant Agreement, Release and Assumption of Risk

Please print and fill out * items

*First name of Parent/Guardian/Participant date (over 18)	*Last Name	*Birth
*Street Address *Zip		*City
*Phone, (Cell or home)	*Emergency Contact Name and Number	Email

In consideration of the services of JL Smith Enterprises, LLC, (d/b/a Grafton Health, Fitness & Event Center), their agents, owners, principals, directors, officers, members, managers, affiliates, volunteers, participants, employees, representatives, agents, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "GHFEC"), **I hereby agree to release, indemnify, and discharge on behalf of myself, my spouse, my children, my parents, heirs, assigns, personal representative and estate as follows:**

1. I acknowledge that my participation in GHFEC or activities entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:** GHFEC entail certain inherent risks. Risks include but are not limited to the negligence of other participants or myself, injuries including rope burns, sprains, fractures, dislocations, scrapes, bruises and cuts, pinched fingers, and injuries to the head, back or neck which can cause paralysis and even death. Participants may fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from locations raises the possibility of any manner of transportation accidents. Participants may fall on each other resulting in broken bones and other serious injuries. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participant's own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, GHFEC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I acknowledge that I have read GHFEC posted rules and regulations governing the use of the GHFEC equipment and facilities, and I agree that I will fully comply with these rules and regulations. I will likewise: (i) participate in all GHFEC activities at my own pace and at my own risk; (ii) use good judgment and not overexert myself while using GHFEC equipment and facilities; and (iii) follow any GHFEC instructions concerning the use of GHFEC equipment and facilities. If I have any questions regarding the use of GHFEC equipment and facilities, I will consult a GHFEC employee. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GHFEC from any and all claims, demands, or causes of action, which I may sustain while on the premises or which are in any way connected with my participation in GHFEC activities or my use of GHFEC equipment or facilities including such claims based upon damages caused or alleged to be caused in whole or in part by the negligent acts or omissions of GHFEC.**
4. Should GHFEC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, including to defend or respond to any claim which I have waived or from which I have released GHFEC hereunder, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in GHFEC activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against GHFEC, I agree to do so solely in the state of Ohio, and I further agree that the substantive law of Ohio shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. In consideration for not being required to sign a fresh copy before each visit, I agree that this Participation Agreement, Release and Assumption of Risk shall apply to all visits by me/Participant(s) .

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against GHFEC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I understand and agree that no change or modification to the terms of this document is valid or enforceable against GHFEC.

I further grant GHFEC, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from GHFEC at any time.

Parent/Guardian/Participant Signature (if 18 or older) _____ Date: _____

If signing for minor participant, complete and sign below:

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18):

In consideration of (print up to four minors' names/birthdates below of SAME parent or legal guardian):

*Participant 1: First Name *Birthdate	*Last Name	
*Participant 2: First Name	*Last Name	*Birthdate
*Participant 3: First Name	*Last Name	*Birthdate
*Participant 4: First Name	*Last Name	*Birthdate

("Minor") being permitted by GHFEC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless GHFEC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor, including but not limited to those claims which allege negligent acts or omissions of GHFEC, to the fullest extent permitted by law. **I further certify that I am the parent or legal guardian of the minor on this agreement and I have the power and authority to sign this agreement on behalf of and to bind Minor to the terms hereof.**

Parent or Legal Guardian's Signature: _____ **Print Name:**
_____ **Date:** _____