



**HEALTHY WESTLAND/FIRST RESPONDERS FOR FITNESS TRAINING THURSDAYS**

**Welcome to Healthy Westland/First Responders For Fitness Training Thursdays! We are glad you are joining us to promote healthy lifestyles in Westland. There are numerous benefits to being active. However, it is important to understand potential risks involved when moving around in an outdoor environment. Please read and sign the document below.**

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY & PARENTAL CONSENT AGREEMENT**  
IN CONSIDERATION of being permitted to participate in any way in the Healthy Westland/First Responders for Fitness Training Thursdays workouts ("Activity"), I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of exercise activities and that I am qualified, in good health, and in proper physical condition to participate in this Activity. I further acknowledge that the Activity will be conducted in public spaces and parks open to the public during the Activity and upon which any associated hazards with public spaces are to be expected. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: a) exercise activities involve risks and dangers of serious bodily injury including permanent disability, paralysis and death ("RISKS"); b) these RISKS may be caused by my own actions or inactions, the actions or inactions of others, and/or the condition in which the Activity takes place; and c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation or that of the minor(s) listed in this form in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the City of Westland, Beaumont Health, Healthy Westland, First Responders For Fitness or any of the previously mentioned administrators, directors, elected officials, agents, officers, members, organizers and volunteers, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place ("Releasees") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE RELEASEES OR OTHERWISE; AND I FURTHER AGREE that if, despite this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I ALSO ACKNOWLEDGE AND AGREE THIS WAIVER OF LIABILITY IS IN EFFECT FROM THE DATE OF SIGNATURE THROUGH OCTOBER, 2018, AND FOR EACH AND ALL THURSDAY TRAINING WORKOUTS AND EVENTS.**

**IF I AM SIGNING THIS AGREEMENT ON BEHALF OF A MINOR, I ATTEST THAT I AM THE MINOR'S PARENT OR GUARDIAN AND AGREE THAT THE TERMS OF THE AGREEMENT SHALL PERTAIN IN TOTAL TO THE MINOR(S).**

**ADULT PARTICIPANT (PRINT)** \_\_\_\_\_  
**SIGN** \_\_\_\_\_

**MINOR PARTICIPANT NAME AND AGE (PRINT)** \_\_\_\_\_

**MINOR PARTICIPANT NAME AND AGE (PRINT)** \_\_\_\_\_

**MINOR PARTICIPANT NAME AND AGE (PRINT)** \_\_\_\_\_

**PARENT/GUARDIAN (PRINT)** \_\_\_\_\_  
**SIGN** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **Consent for photographs, video and/or interviews (non-medical use)**

This is to certify that I give full consent to be interviewed and/or have photograph(s) taken, whether still or motion, and to have said material published. These may be used for multiple purposes, including publications, websites and advertising, at Beaumont's, Healthy Westland, City of Westland, and First Responders For Fitness' discretion without further approval.

1. I hereby waive all rights, including, but not limited to copyright, that I may have to any claims for payment or royalties in connection with the use of these recordings and/or interviews, and agree that these items shall at all times be the property of Beaumont, Healthy Westland, City of Westland, and First Responders For Fitness including copyright, or the news media or other third parties to whom they are released.

2. I hereby release Beaumont, Healthy Westland, City of Westland, and First Responders For Fitness or any of its divisions, affiliates, medical staff, directors, employees or agents from any and all liability including any claims of libel or invasion of privacy, directly or indirectly connected with, arising out of, or resulting from these recordings and/or interviews.

3. I understand that I may exercise my right to revoke this consent in writing at any time, except to the extent that action has been taken by Beaumont in reliance on this consent, by sending a written revocation to: Beaumont Health, Marketing, 3711 West 13 Mile Road, Royal Oak, MI 48073.

Yes

No