



RELEASE OF LIABILITY CONTRACT FOR CAPACITY BUILDERS INC'S KIDS FIT PROGRAM

Please read this binding Contract carefully as it can affect your legal rights

In exchange for participation in the Kids Fit program, as organized by Capacity Builders Inc. (herein referred to as the Agency) and its affiliate entities (Gym Lou's, Lou Go's, Resource Associates, and ACT Investments) of Farmington New Mexico, I (the Participant or Participants) agree for myself and the members of my family to the following terms and conditions for use of the Agency's property, facilities, equipment, programs, and/or services. My agreement to abide by these terms and conditions shall have no expiration from the date of the Contract signing:

1. I agree (on my and my family's behalf) to observe and obey all rules and warnings including those listed on the back side of this document and further agree to follow any oral instructions or directions given by the Agency or the employees, representatives, staff, contractors, and/or agents of the Agency.
2. I recognize (on my and my family's behalf) that there are certain inherent risks associated with the Kids Fit program and use of the Agency's property, facilities, equipment, programs, and/or services. I therefore assume full responsibility for personal injury to myself and my family members and further release and discharge the Agency for injury for loss or damage arising out of my or my family's use of/or presence upon the property, facilities, equipment, programs, and/or services of the Agency whether caused by the fault of myself, my family, the Agency, or other parties.
3. I agree (on my and my family's behalf) to indemnify and defend the Agency against all claims, causes of actions, damages, judgements, costs or expenses, including attorney fees and other litigation costs which may in any way arise from my or my family's use of/or presence upon the property, facilities, equipment, programs, and/or services of the Agency.
4. I agree (on my and my family's behalf) to pay for all damages made to the property, facilities, equipment, programs, and/or services of the Agency caused by my or my family's negligent, reckless, and/or willful actions.
5. I agree (on my and my family's behalf) to use a seatbelt at all times if I and/or my family is being transported in an Agency vehicle.
6. Any illegal or equitable claim that may arise from participation in the Agency's programs and offerings shall be resolved under New Mexico State law only and is not subject to tribal or another jurisdiction.

I have read this document and understand it (on my and my family's behalf). I further understand that by signing this release, I voluntarily surrender my legal rights as described within this document.

Full name of the Participant: _____

Participant's age: _____ Emergency contact number: _____ - _____ - _____

Signature of the legal guardian (if Participant is under the age of 18): _____

Signature of the Participant (if 18 or over): _____

Name of Contract signor: _____

Today's date: _____ / _____ / _____

TERMS AND CONDITIONS OF USE OF THE AGENCY TRANSPORTATION SERVICES

- Any person who rides in the Agency vehicles must be of sufficient height and weight to properly utilize safety equipment. The Agency does not allow the use of booster seats and child safety seats in the Agency vehicles.
- I (on behalf of me and my family) understand that riding in any motor vehicle carries an inherent danger to passengers up to and including permanent injury or death.
- I (on behalf of me and my family) understand that safety equipment (i.e., seatbelts, airbags, etc.) may cause injury or death in the event of an accident.
- As the legal guardian of any individual under the age of 18 years old that is utilizing the Agency services; I (on behalf of me and my family) understand that unforeseen circumstances including, but not limited to - natural and un-natural events, weather, acts of God, war, crime - may occur while using the Agency services and I will not hold the Agency legally liable if any injury or loss occurs.

TERMS AND CONDITIONS OF USE OF THE AGENCY FITNESS SERVICES AND GYM FACILITIES

- All uses of the term Participant or Participants refer to the Agency program/service user, signor of this Contract, and family members. **RELEASE AND WAIVER OF LIABILITY.** Participant recognizes that there are hazards and risks connected with physical fitness and fitness training. These risks include, but are not limited to: abnormal blood pressure, fainting, heart disorders, heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain, and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Participants agree to defend, indemnify, and hold the Agency harmless against any loss, damage, or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of the Participant. Participant further agrees to release the Agency and its owners, board, officers, agents, employees, and/or affiliates from any and all liability arising out of injury to the Participant and further agrees to defend, indemnify, and hold the Agency, its owners, board, officers, employees, and/or affiliates free and harmless from same. Participant acknowledges that surveillance cameras are in use for the protection of the facility, its equipment, and its Participants. Participant hereby consents to being photographed and/or recorded for such purposes.
- **RULES AND REGULATIONS.** Participant acknowledges that the Agency operates under rules and regulations established for the safety and protection of its Participants, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently published or adopted by the Agency. Facilities, equipment, hours, service, regulations, and policies are subject to change without prior notice and at the sole discretion of the Agency. Participant agrees to accept these change(s).
- Under no circumstance shall the Participant move exercise equipment or use the equipment in any manner not authorized by the Agency. Equipment damaged from noncompliance of these and other terms will result in the Participant paying for the equipment repair or replacing the equipment.
- All equipment shall be wiped down by the Participant after each use.
- Participant will not misuse the Agency equipment.
- Participants shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Agency's facility or property by any other Participant. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by the Agency, in its sole discretion, to be offensive, potentially harmful, inappropriate, dangerous, and/or abusive will not be tolerated, and shall be grounds for termination of the Participant's access to the Agency and its programs.
- The Agency shall not be responsible for any lost or stolen or damaged items.
- Participant should not occupy any equipment for an extended period of time. Participant should allow others waiting to use such equipment to have their turn.
- The climate of the Agency's facility is controlled by the Agency and is set to provide the optimum exercise environment for the majority of its Participants. Participant shall not change or seek to change any environmental controls including the propping open of doors and windows.
- **PROHIBITED ACTIVITIES.** Alcohol, drugs, and smoking are prohibited within the Agency facility and properties. Participant agrees not to use the Agency facility or engage in any activity at the Agency while under the influence of drugs, alcohol, or medication that may impair one's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming, and/or audio recording are permitted within the Agency facility without the express written consent of the Agency management. The Agency reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the facility. Gambling or gaming is prohibited within the Agency facility or on the premises.
- **DRESS/TOWEL POLICY.** The Agency requires that Participants wear appropriate clothing and footwear while in the Agency facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear, and sweat outfits. Participant agrees to have a cloth towel during workouts to protect and clean the equipment after use.
- **BINDING EFFECT & ENTIRE AGREEMENT.** This Contract shall be binding upon, inure to the benefit of, and be enforceable by the Agency and Participant hereto and their respective successors and assigners. This 2 page Contract embodies the entire Contract and understanding of the Agency and Participant (and family members). There are no restrictions, promises, warranties, covenants, or undertakings - other than those set forth or referred to in this Contract. This Contract supersedes all prior Contracts and understandings between the Agency and Participant with respect to each subject matter.
- **SUSPENSION AND TERMINATION.** I understand that the Agency may suspend or terminate any Participant's access at any time, in its sole and absolute discretion.
- I certify that I have fully read this Contract, and that by signing page one of this Contract, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I acknowledge that pictures may be taken for various promotions by the Agency. I hereby give Capacity Builders Inc. permission to use my or my family members' photos.