

## RELEASE AND WAIVER OF LIABILITY FOR FOR FITNESS CLASSES

**1. Voluntary Participation.** I, \_\_\_\_\_ acknowledge my consent is voluntary while conducting exercise activities in connection with participating in any of the exercise programs offered by Valley Health Plan Health Education Department at any of their participating sites and locations.

**2. Assumption of Risk.** I am aware that participation in the Activities has some inherent risks, both expected and unexpected. I hereby affirm that I am in good physical condition and/or I have informed my instructor of any health problems, which would limit my participation in this program. I am voluntarily participating in the Activities with full knowledge of the danger and risks of loss, damage to property, injury or death, and I hereby agree and accept any and all of these risks of loss, damage to property, injury, or death. Moreover, I acknowledge there may be other danger and risks not known to me or which are not foreseeable at this time, whether from the Activities or from any actions incidental thereto. I fully accept and assume to the greatest extent allowed by law any and all danger and risks associated with participation in the Activities, including those actions which are incidental thereto, whether the danger and risks are known or unknown, and whether or not they are caused in whole or in part by the negligence, strict liability, or other acts or omissions of the Valley Health Plan Health Education Department or the County of Santa Clara, and any of their affiliated organizations, officers, employees, directors, board members, participants, volunteers, contractors or agents.

**3. Release.** As consideration for participating in the Activities, I hereby agree that I, individually, and my assignees, heirs, next of kin, distributees, guardians, and legal representatives voluntarily release, waive, discharge and relinquish any and all claims, actions or causes of action for personal injury, property damage or death resulting from my participation in the Activities and any actions incidental thereto, and from the negligence, strict liability, or any act or omission of any of the Releasees to the greatest extent allowed by law. I further covenant that I will not make a claim against, sue, or attach the property of any of the Releasees on account of any injury, damage or death resulting from the participation in the Activities, and actions incidental thereto, whether foreseeable or not foreseeable, known or unknown, resulting in whole or in part from the negligence or other acts or omissions of any of the Releasees.

**4. Indemnification.** I, individually, hereby agree to indemnify, defend, save and hold harmless the Releasees from any and all claims, demands, judgments, actions and causes of action, including attorney's fees and costs, of any and every kind including, but not limited to, claims of negligence, strict liability, or liability for any act or omission, as a result of my voluntary participation in the Activities and from actions incidental thereto. I acknowledge that I and my own insurance coverage, if any, will be solely responsible for financial expenses resulting from any injuries, death and/or property damage as a result my participation in the Activities or from actions incidental thereto.

**5. Miscellaneous.** I agree that the foregoing Release and Waiver of Liability is intended to be as broad and inclusive as permitted by California law. If any portion of this Release and Waiver of Liability is found by a court of law to be invalid, the remainder shall continue in full force and effect.

**6. Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I FULLY UNDERSTAND THAT BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL RIGHTS AND DO SO VOLUNTARILY. I AM AWARE THAT THIS IS A BINDING CONTRACT AND AM SIGNING IT WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE AND OF MY OWN FREE WILL.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Name (*Please print full name*): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Health Insurance Carrier: \_\_\_\_\_ Class Name: \_\_\_\_\_

If Other Specify: \_\_\_\_\_ Class Day & Time: \_\_\_\_\_