

**Prince George's County, Maryland**  
**FAMILY FITNESS PROGRAM**

**Release, Waiver and Informed Consent Agreement**

**1. Activity and Associated Risks:** I, \_\_\_\_\_, have chosen to participate in the Prince George's County, Maryland ("**County**") Fitness Club Exercise Program, which will consist of running and walking exercise sessions (hereinafter referred to as the "**Activity**"). I understand that:

- a.** the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hypothermia, traffic, collisions with other people or with obstacles, hazards associated with the terrain or running surface or both, hazards associated with my choice of equipment including running shoes and appropriate clothing, and hazards associated with the negligence of others, including any instruction I may receive;
- b.** as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
- c.** hospital facilities, qualified medical care, and emergency medical evaluation may be limited or unavailable during portions of the Activity; and
- d.** the County assumes no responsibility for providing medical care during the Activity and I will have to pay for any medical care and evacuation that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

**2. Assumption of Risks:** I freely assume the above-mentioned risks, as well as other risks not listed that are part of this Activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during transportation to or from the Activity – including any loss or injury caused by the negligence of the County, its employees, agents, officers, contractors and other Activity participants.

**3. Release of Liability:** I hereby release the County, and its respective directors, employees, agents, officers, sponsors, contributors, representatives, jointly and severally, (the "**Released Parties**") from all liabilities, causes of action, claims and demands that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to the Activity. The Release includes claims for negligence of the Released Parties and claims for strict liability for abnormally dangerous activities.

**4. Indemnification:** I agree to indemnify, defend and hold harmless the Released Parties from all loss, costs, damage, injury, liability, claims, and causes of action, including claims for their own negligence, arising out of or any way related to the Activity. I also agree to indemnify, hold harmless and defend the Released Parties against any claims for my own negligence, and any other claim arising from my conduct during the Activity.

**5. Independent Contractors/Volunteers:** I acknowledge that the County has no control over and assumes no responsibility for the actions of any independent contractors or volunteers providing services for the Activity.

**6. Use of My Likeness:** I understand during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant the County and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions and for any purpose.

**7. Severability/Governing Law:** Should any of the provisions of this Release, Waiver and Informed Consent Agreement, or portions thereof, be found to be invalid by any court of competent jurisdiction, the remainder shall

nonetheless remain in full force and effect. This Release, Waiver and Informed Consent Agreement shall be construed under the laws of the State of Maryland.

**I HAVE READ AND UNDERSTAND THE ABOVE RELEASE AND CONSENT TO ITS PROVISIONS.**

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**If participant is a minor, signature of parent or responsible adult is required below:**

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to release, hold harmless, indemnify and defend the Released Parties from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties.

Parent/Responsible Adult Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Child Name: \_\_\_\_\_ Date \_\_\_\_\_