

# Johnston Community College

## Gym

### PARTICIPANT ASSUMPTION OF RISK, RELEASE, AND AGREEMENT

In consideration of the services of Johnston Community College, its Gym, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as JCC), I hereby agree to release, indemnify, and discharge JCC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in fitness and wellness activities entails known and unanticipated risks, which 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. I am fully aware that at any time, I am free to withdraw from participation in fitness and wellness activities. The risks include, among other things, the potential for: slips, falls and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards.
2. I understand that due to the seriousness of attempting new physical activities, it is in my best interest to consult with my doctor before participating in any exercise program, especially in the event that I have a pre-existing medical condition (i.e., heart condition, high blood pressure, allergies, disability, etc.), psychological condition, am taking any prescription or non-prescription medication, and/or I do not already regularly participate in physical exercise.
3. 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.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless JCC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of JCC equipment or facilities, including any such Claims which allege negligent acts or omissions of JCC.
5. Should JCC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, 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.
7. In the event that I file a lawsuit against JCC, I agree to do so solely in the state of *North Carolina*, and I further agree that the substantive law of that state 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.

**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 JCC 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.**

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_

Department/Job Title \_\_\_\_\_

Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_