



WELLNESS CENTER CLASS AND/OR DAY PASS RELEASE AND WAIVER OF LIABILITY AGREEMENT

Mercy Wellness Center offers a number of classes that are made available to members and guests. Day Passes to the Fitness Center are also available to guests. The undersigned "Participant" wishes to participate in the _____ (Wellness Class and/or Day Pass) beginning on _____, 20___. If Participant participates in the Wellness Class and/or Day Pass, Participant agrees he/she is doing so voluntarily and subject to the following terms and conditions:

1. Participant hereby represents that he/she desires, voluntarily and on his/her own account, to participate in the Wellness Class and/or Day Pass. Participant further acknowledges that she/he is aware of and understands all the possible risks resulting from her/his decision to participate in the Wellness Class and/or Day Pass and that she/he voluntarily and expressly agrees to assume the entire risks of any and all accidents or injury, including death, which she/he or others engaging in the permitted conduct with her/him might suffer resulting in any way from his/her participation in the Wellness Class and/or Day Pass, whether due to her/his negligence or otherwise.
2. In consideration of the opportunity to voluntarily participate in the Wellness Class and/or Day Pass, Participant, on behalf of himself/herself, his/her heirs, personal representatives, successors, insurers, and assigns hereby forever releases and discharges and agrees not to sue Mercy Hospital, its parent and any of its related and/or affiliated corporations, officers, directors, employees, agents and family members from and against any and all claims, demands, causes of action or liability of any kind whatsoever for damages he/she may now or in the future have, known or unknown, in any way resulting from or arising out of or occurring during the course of his/her participation in the Wellness Class and/or Day Pass.

Participant acknowledges she/he has read and understands the important statements contained in the preceding paragraphs and voluntarily signs this **Release and Waiver of Liability** and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

DATE: _____, 20__

PARTICIPANT'S NAME: _____
(Print Name)

PARTICIPANT'S SIGNATURE¹: _____

RELATIONSHIP TO PARTICIPANT: _____

¹ In the event the Participant is a minor or is a person who is subject to a guardianship, the Participant's parent or legal guardian must sign for the Participant and identify her/his relationship to the Participant.