

Hopedale Wellness Center

Hopedale Medical Complex

Waiver and Release



Hopedale Wellness Center, hereafter referred to as "Wellness Center", is committed to conducting their programs and activities in a safe manner and holds the safety of participants in high regard. The Wellness Center continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participant's safety. However, participants and parents/guardians of minors registered for this program(s)/activity(ies) must recognize that there is still an inherent risk of injury when choosing to participate in these fitness programs/activities.

You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, suffers from an underlying medical condition, is overweight, takes medication, smokes, has a family history of coronary disease, or has recently suffered an illness, injury, or impairment, to consult a physician before undertaking any physical activity. You and your minor child/ward are not authorized to use the Wellness Center until a medical screening has been obtained and appraised by the appropriate personnel. The fact that you or your minor child/ward have had a screening does NOT guarantee that your child or ward could not still be injured during these programs/activities.

Warning of Risk

Aerobics and other fitness exercises including such activities as, but not limited to aquatics, swimming, passive/resistive weight training, use of stair machines, treadmills and exercise equipment, jogging, basketball, volleyball, other gym sports, pitching machines, batting cages, free weights and other training devices, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, pose a substantial risk of serious injury, including death. Understandably, not all hazards and dangers can be foreseen. Participants must understand that certain risks, dangers and injuries due to participant's physical condition, acts of God, slipping, falling, equipment failure, failure in supervision/instruction, premises defects and all other circumstances inherent to fitness activities/programs exist. Dependent upon a person's physical condition, age and skill level, aerobics, fitness exercises, and indoor sports can involve a substantial risk of the following types of injuries:

1. Heart attack, stroke, circulatory problems
2. Bone and joint injuries
3. Back and neck injuries
4. Accidental drowning
5. Shin splints
6. Muscle strain and other muscle injuries
7. Foot problems
8. Slip/fall injuries

This list is by no means complete and does not include all the possible injuries.

Waiver and Release of All Claims and Assumption of Risk

Please read the following form carefully and be aware that in signing up and participating in this program/activities, you will be expressly assuming the risk and legal liability and are waiving and releasing the Wellness Center and The Hopedale Medical Foundation, its officers, directors, employees, agents, successors and assigns from any and all claims for injuries, damages, or losses which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity.

You recognize and acknowledge that there are certain risks of physical injury associated with participating in this program/activity, and you on your behalf and that of a minor child/ward voluntarily agree to assume the full risk of any injuries, damages, or loss, regardless of severity, that you or your minor child/ward may sustain as a result of such participation. You fully understand and agree that all exercises including aerobic activities, pools, the use of weights, number of repetitions, and use of any and all machinery, equipment and apparatus designed for exercising, swimming, aquatics, and gym sports shall be at you or your minor child/ward's sole risk. Notwithstanding any consultation or instruction on exercise programs and pre-screen which may be provided by the Wellness Center, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be yours or your minor child/ward's entire responsibility, and that the Wellness Center and its officials, employees, agents and volunteers shall not be liable for any claims, demands, injuries, damages or loss to person or property arising out of or in connection with the use of the services and facilities contemplated by this agreement.

I/We further agree to waive and relinquish all claims which I or my minor child/ward may have, or which may accrue to me and/or my minor child/ward as a result of participation in this program/activity.

I/We do hereby fully release and forever discharge the Wellness Center and The Hopedale Medical Foundation, its officers, directors, employees, agents, successors and assigns from any and all claims for injuries, damages or losses that I or my minor child/ward may have, or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with this program/activity.

I/We have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering via fax, your facsimile signature shall substitute for and have the same legal effect as an original form signature. Your signature below is on your behalf and also on behalf of any minor child/ward of yours, even if said minor child/ward's name is not listed below. If both parents/guardians have not signed for the minor/ward, the undersigned states that he/she is authorized to sign on the behalf of the other parent/guardian and will indemnify it from and hold Wellness Center and The Hopedale Medical Foundation from any claims/demands made the said parent/guardian.

Participant's or Coach's Name (Please Print)
18 years or older

Participant's or Coach's Signature Date

Parent/Guardian of Participant (s) (Please Print)
(17 years or younger)

Parent/Guardian Signature Date

Participant's Name and Age (17 years or younger)

Participant's Name and Age (17 years or younger)

Participant's Name and Age (17 years or younger)

Participant's Name and Age (17 years or younger)

Participation will be denied if the signature of the adult participant or parent/guardian and date and not on this waiver.