

John A. Logan College

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

CHEC Facility

I, _____, the enrolled participant and/or parent/guardian of the participant understand that there are risks inherent to swimming or exercising at a fitness facility.

Waiver: In consideration of being permitted to enroll in a CHEC membership/course, I, for myself, my ward or dependent child, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue, either personally or on behalf of my ward or dependent child**, the Board of Trustees of John A. Logan College, its officers, employees, instructors and agents from liability **from any and all claims including the negligence of The Board of Trustees of John A. Logan College, its officers, employees, instructors, and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, a CHEC membership/course.

Assumption of Risks: Participating in a CHEC membership/course carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. In consideration of being allowed to participate, I hereby personally assume all risks of a CHEC membership/course, whether foreseen or unforeseen, that may befall me while I am a participant. I understand that swimming and exercising are physically strenuous activities and that I will be exerting myself during this time, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of the said injuries and that I will not hold the Board of Trustees of John A. Logan College, its officers, instructors, employees, and agents responsible for the same. I understand that the fitness center may not have a supervisor present at all times and that I therefore am exercising at my own risk. I understand and appreciate these risks; and hereby assert that my participation is voluntary and that I knowingly assume all such risks. I agree to follow all facility policies/regulations and understand that any breach of these policies/regulations may result in revocation of membership or a ban from the facility.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless John A. Logan College, its Board of Trustees, officers, employees, instructors, and agents from any claims, actions or suits, by me, my family, estate, heirs or assigns, arising out of my participation in the aquatic or fitness centers, and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including the right to sue either personally or on behalf of my ward or dependent child. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further understand that the terms herein are contractual in nature and not merely recital.

Signature of Participant (or guardian of minor)

Date