



City of Emily, Minnesota Annual Waiver and Release of Liability

Please read carefully before signing.

On my behalf, and the behalf of my minor children, if any, I seek permission from the City of Emily, Minnesota (the "City") to use the Emily City Hall Gymnasium and sporting equipment located in the Emily City Hall Gymnasium (the "Gym"). As a condition of using the Gym, I voluntarily enter into the following Annual Waiver and Release of Liability and agree to the following conditions:

1. I acknowledge that participating in sporting and exercise activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I know and am aware of all the dangers associated with my participation in sporting and exercise activities and with such knowledge assume any and all such risks while participating in these activities.
2. I acknowledge that City staff will not be present outside normal business hours when I use the Gym for Open Gym. I expressly assume all risk of injury while using the Gym when staff are not present. I acknowledge that surveillance cameras may be used during this time, and I consent to being monitored by such cameras.
3. To the best of my knowledge I have no physical or medical conditions that would prevent me from participating in sporting and exercise activities. I acknowledge that the City recommends that prior to participating in sporting and exercise activities, I should first consult with my physician and abide by any limitations set by my physician.
4. I understand and agree that neither the City nor any person acting on behalf of the City, may be held liable in any way for any event which occurs in connection with my use of the Gym which may result in harm, death, injury or other damage to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by the City or any person acting on behalf of the City.
5. I hereby agree to reimburse the City for damages to property or equipment that are the result of my conduct.
6. I agree to defend, indemnify and hold harmless the City for any expense or liability the City may incur as a result of my conduct, actions or omissions while using the Gym.

7. I acknowledge that I have read the Open Gym Policy and I agree to abide by the policy guidelines in their entirety. I agree that a violation of any part of the policy guidelines could result, in the sole discretion of the City, in the revocation of my privilege to use the Gym. I also acknowledge that the policy may be modified by the City from time to time, and that I agree to abide by said modifications as a condition of continued use of the Gym.
8. I agree that I am responsible for any guests I bring to the Gym. Prior to using the Gym, any guest(s) of mine must complete an Annual Waiver and Release of Liability. I agree to defend and indemnify the City for any damage to the Gym caused by my guest and to defend and indemnify the City for any claims against the City arising from my guest's actions.
9. It is my express intent that this Annual Waiver and Release of Liability shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
10. If I have minor children using the Gym, I certify that I am the parent, legal guardian, or group leader of said children and hereby consent to their use of the Gym on the same terms set forth in this Annual Waiver and Release of Liability. I also agree that said children will follow any rules applicable to minors using the Gym.
11. If a court finds any portion of this Annual Waiver and Release of Liability to be contrary to law, invalid, or unenforceable, the remainder of the Annual Waiver and Release of Liability will remain in full force and effect.
12. I have read the above and understand the legal significance of signing this document.

Name (Please Print)

Street Address

Signature

City, State, Zip

Phone Number

Date