STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

WAIVER OF LIABILITY, RELEASE
COVENANT NOT TO SUE; HOLD HARMLESS
AND INDEMNIFICATION AGREEMENT

For and in consideration of my participation in one or more programs or use of the facilities and equipment at the City of Columbia’s Charles R. Drew Wellness Center, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, in full recognition and understanding of the dangers and the risks inherent in participating in such programs or using such facilities and equipment by myself or others, do hereby for myself, my family members, heirs, assigns, and personal representatives, agree to and do hereby fully release, discharge, and forever hold harmless, covenant not to sue and indemnify the City of Columbia (City), its agents, servants and employees from and against any lawsuits, claims, demands, liabilities, costs, attorney fees and expenses or damages to my property or person of any nature whatsoever, including but not limited to personal injury or death, which in any way result from or arise out of my participation in the programs or use of such facilities and equipment.

I am fully aware of the risks and hazards connected with my participation in the programs or use of the facilities and equipment, and I hereby elect to participate and/or make use thereof. I further declare that I am physically fit and fully capable of participating in the programs or using the facilities or equipment.

I agree to fully adhere to all rules and regulations of the Charles R. Drew Wellness Center while participating in the programs or making use of the facilities or equipment. I agree that the City of Columbia, in its sole discretion, may revoke my membership in the Charles R. Drew Wellness Center for my failure to abide by any rule or regulation. I understand that membership dues will not be refunded, in whole or in part, if my membership is revoked.

In case of accident or injury I give the City’s agents, servants and employees permission to administer first aid or arrange for transportation to a medical facility. The City of Columbia or its agents, servants and employees are authorized to arrange for any necessary emergency treatment that I may need during my participation in the programs or while using the facilities and equipment. I agree to be responsible for any and all costs associated with such services.

I recognize that by signing this document, I am giving up, among other things, my right to sue the City of Columbia, its agents, servants and employees for injuries, damages, or losses that occur as a result of my participation in the programs or use of the facilities and equipment. It is my express intent that this document binds the members of my family, my heirs, and personal representatives and assigns, as well as myself.

I hereby give my permission and consent to the City of Columbia taking and using photographs or videos of me while participating in programs or using the facilities or equipment. I further give my permission and consent to the City of Columbia to use such photographs or videos for promotions, marketing or advertising by the City of Columbia or on its behalf. I agree that there will be no compensation paid for the use of such photographs or videos.

By signing this document, I acknowledge that: (1) I have read this document in its entirety, I understand it, and I sign it voluntarily as my own free act and deed; (2) no oral representations, statements, or inducements apart from the foregoing written agreement, have been made to me; (3) I am at least eighteen years of age and fully competent; (4) I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

__________________________
PARTICIPANT’S NAME (PRINT)

__________________________
PARTICIPANT’S SIGNATURE

__________________________
DATE

__________________________
WITNESS

__________________________
WITNESS

__________________________
DATE

We Are Columbia