

Individual Wellness Program Participant Indemnification and Release Form And Medical Authorization Form

****READ THIS BEFORE SIGNING****

NOTE: By signing this Indemnification and Release Form, you are releasing SMG, the City and County of Denver, its officers, directors, agents, employees, hosts of the event, sponsors, volunteers, and their heirs and assigns (hereafter collectively referred to as the "Indemnities") from and against any and all liability, including liability for negligence.

(Please initial: ____)

Notice of Risk: I understand that participation in athletic activity is dangerous and may expose me to risk of serious bodily injury and possibly death. These risks include, but are not limited to, the possibility of collisions with other participants, spectators and the public, vehicle accidents while traveling to and from such activities, and equipment failure. I understand that no degree of care or caution can completely eliminate these risks.

(Please initial: ____)

Assumption of Risk, Release of Liability: I hereby freely and expressly assume and accept any and all risk of injury and/or death arising from my participation in any and all wellness and athletic activities I may undertake by or through the SMG Wellness Program, or while traveling to and from such activities, or from the use of any equipment provided or furnished to me by the Indemnities. I hereby release the Indemnities from liability for any and all injuries and damages, including death, arising from my participation in any and all wellness and athletic activities I may undertake, including the use of any and all equipment provided or furnished to me. In so doing, I release the Indemnities from all liability, including, but not limited to, liability for negligence, failure to warn, product liability and warranty arising out of or in any way connected with my participation in athletic activities. Furthermore, I promise and agree not to make any claim or commence any lawsuit against the Indemnities for injuries or damages arising from my participation in such wellness activities or from the use of such equipment.

(Please initial: ____)

Indemnity Agreement: I hereby agree to hold harmless the Indemnities for death or injury to myself or any other person or property arising from my participation in a wellness or athletic activity, and/or the use of any such equipment provided or furnished to me. I further agree that in any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party or parties, in addition to any other relief. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, that provision will be severable and the remainder will remain enforceable and in effect.

(Please initial: ____)

Medical Authorization Agreement: I hereby consent to receive any medical treatments which may be administered or which is advisable in the event of an emergency, accident, or illness while I am participating in all SMG Wellness Program activities including all risks mentioned above.

PLEASE FILL OUT THE REST OF THE FORM ON OTHER SIDE

(Please initial: ____)

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of important legal rights and a disclaimer of important warranties, that I am signing this agreement in consideration of my participation in Wellness Program Activities, and that this agreement is an enforceable contract between myself and the Indemnities, which I sign freely and voluntarily.

Phone #

Email:

Address:

Printed Participant Name:

_____ **Date:** _____

Signature of Participant:

_____ **Date:** _____