



CITY OF COLLEGE PARK, GEORGIA

OUTDOOR FITNESS PROGRAM WAIVER & RELEASE

The undersigned, for himself or herself, and if applicable, for any minor participant, hereby acknowledges and agrees as follows:

The undersigned understands that, for purposes of this Waiver and Release of Liability, the term “**Activities**” shall mean and include any and all participation in the City of College Park, Georgia’s (“City”) outdoor fitness program, including but not limited to organized group fitness classes conducted at Bill Badgett Stadium or any other City-designated location. The undersigned understands the Activities include physical exercise and fitness instruction such as running, walking, sprinting, conditioning drills, strength training, bodyweight exercises, stretching, warm-up and cool-down routines, and any other related physical activity led by the instructor. The undersigned further understands the Activities include all actions incidental to participation in the program, including but not limited to arrival at and departure from the facility, use of the track, field, or surrounding areas, interaction with instructors and other participants, and the use of any equipment or personal items in connection with the program. The undersigned understands the Activities may take place outdoors and may involve exposure to varying weather conditions, uneven or natural surfaces, and other environmental factors associated with use of public recreational facilities.

The undersigned understands that participation in the Activities is voluntary and involves physical activity that may be strenuous and may involve inherent risks. The undersigned understands that such risks include the risk of personal injury, illness, permanent disability, or death, as well as property damage. The undersigned understands that participation in the Activities carries inherent risks including, but not limited to, muscle strain, sprains, falls, dehydration, heat-related illness, and aggravation of pre-existing medical conditions. The undersigned knowingly and voluntarily assumes all such risks, whether known or unknown, associated with participation in the Activities.

The undersigned understands and agrees that, to the fullest extent permitted by law, he or she hereby releases, waives, and discharges the City of College Park, Georgia, and its elected officials, officers, employees, agents, and representatives, as well as Temple Builders Personal Training, its owners, officers, employees, agents, contractors, and instructors, including but not limited to Julius Miles (collectively, the “Released Parties”), from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind arising out of or related to participation in the Activities, including those arising from the ordinary negligence of the Released Parties.

The undersigned understands and agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, costs, or expenses, including reasonable attorneys’ fees, arising out of or related to participation in the Activities, including any claims brought by or on behalf of a minor participant.

The undersigned understands and certifies that he or she is physically able to participate in the Activities and has not been advised otherwise by a qualified medical professional. The undersigned understands that it is his or her responsibility to consult with a physician prior to participation if there are any questions regarding medical condition or fitness to participate. The undersigned understands that he or she should



immediately discontinue participation in the Activities and seek medical attention if experiencing pain, dizziness, or other concerning symptoms.

The undersigned understands and authorizes the City and/or Contractor to obtain emergency medical treatment if deemed necessary. The undersigned further understands that he or she is solely responsible for any costs associated with such treatment.

The undersigned understands and agrees that the Activities may be photographed or recorded by the City or its representatives. The undersigned hereby grants permission to the City to use his or her name, image, likeness, and appearance in photographs, video, or other media for lawful promotional, marketing, or informational purposes, without compensation.

The undersigned understands and agrees to follow all instructions, guidelines, and safety protocols provided by the instructor and the City. The undersigned understands that failure to comply may result in removal from the Activities.

The undersigned understands that execution of this Waiver and Release of Liability is a condition of participation in the Activities and that no individual will be permitted to participate without signing this document.

The undersigned understands and agrees that this Waiver shall be governed by and construed in accordance with the laws of the State of Georgia. The undersigned further understands that if any provision of this Waiver is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The undersigned acknowledges that he or she has carefully read this Waiver and Release of Liability, fully understands its terms, and understands that he or she is giving up substantial legal rights, including the right to sue. The undersigned signs this Waiver freely and voluntarily.

Participant Information

Name: _____ Signature: _____

Date: _____ Phone: _____ Email: _____

If Participant is a Minor

The undersigned parent or legal guardian understands and agrees to the foregoing on behalf of the minor and agrees to be bound by all terms of this Waiver.

Parent/Guardian Name: _____ Signature: _____

Minor's Name: _____ Date: _____