PARTICIPANT/VOLUNTEER RELEASE

DOH WELLNESS COMMITTEE/DOH EVENTS, ACTIVITIES, & FACILITIES

EVENT &/or FACILITY NAME_____ EVENT/USE DATE_____

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING DOH & DOH WELLNESS COMMITTEE ITS AGENTS, EMPLOYEES, REPRESENTATIVES, MEMBERS, SPONSORS, PROMOTERS, OFFICERS AND DIRECTORS ("RELEASEES") FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING.

I further acknowledge that I have received a "Health Risk Evaluation" from my health care practitioner and have been authorized to participate in this wellness event/activity and/or other physically-oriented wellness activities.

In consideration of the Releasees' acceptance of my participation in this DOH event/activity or my use of DOH facilities, I freely agree that:

Any physical exercise can be dangerous and does pose a risk of physical and psychological injury. I fully assume the risks associated with my participation in this DOH event/activity or my use of this DOH facility including but not limited to: dangers from overexertion, improper exercise technique, improper warm-up, my body's personal frailties, actions of other participants, equipment failure or inadequate safety equipment, weather conditions, **THE RELEASEES' OWN PARTIAL OR SOLE NEGLIGENCE**, and the risk of non-serious and serious bodily injury.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees from any and all claims including claims arising from the releasees' own partial or sole negligence, which I have or which I may afterward accrue and from any and all damages I may sustain directly or indirectly by my participation in the DOH event/activity or DOH facility. Should I or my successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the releasee in defending, unless the releasee is finally adjudged liable on such claim for willful or wanton negligence. If any term or provision of this agreement is found to be invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

SIGNATURE PRINT FULL NAME DATE

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____(minor's name). I hereby release the releasees from every claim and any liability that my minor child or I may allege against the releasees. As the parent of the child, I agree that I shall hold releasees harmless, shall indemnify them against any claim by the minor and defend against such claim in consideration of my child being allowed to participate in this event, including but not limited to all attorney's fees incurred by one or more releasees in any court action regarding this agreement.

Signature or Parent or Guardian _____ Date_____