



Waiver and Release of Liability:

- In consideration of my use of the exercise equipment, machines, weights, pool, water slide and participation in any exercise class offered by the Old Town Hot Springs (“OTHS”) and facilities provided by OTHS, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the OTHS and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from illnesses, personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the OTHS. In addition to this Waiver and Release of Liability, I agree to execute a separate waiver and release prior to using the Climbing Wall.
- By the execution of this agreement, I accept and assume full responsibly for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.
- I expressly agree to indemnify and hold OTHS harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest and will pay all damages, costs and reasonable attorney’s fees incurred by OTHS in the event of any claim or demand.
- I agree to be solely responsible for safety and well-being of my guest and myself. I understand that OTHS does not provide supervision, instruction, or assistance for the use of the facilities and equipment.
- I agree to comply with all the rules and code of conduct imposed by OTHS regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I agree to comply with all local, state and federal laws while on the facility.
- I understand and acknowledge that the use of exercise equipment, machines, weights, pool facility and water slide as well as participation in any exercise class involves risk of serious injury, including permanent disability and death.
- I understand and agree that OTHS is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
- I understand that I am free to consult with an attorney regarding this waiver and release of liability prior to signing it.

Print Name of Student

Print Name of Parent

Date

Signature of Parent