

2021
WAIVER AND RELEASE OF LIABILITY

I understand that Osceola Medical Center's Wild River Fitness Center ("WRF") assumes no responsibility for injuries or illness which I may sustain as a result of my physical condition or resulting from my participation in any athletic activity, sports program, use of equipment or other activities associated with my WRF membership (WRF "Activities"). I understand that WRF urges me and all members to obtain a physical examination from a doctor before engaging in WRF Activities.

I EXPRESSLY ACKNOWLEDGE ON BEHALF OF MYSELF AND MY HEIRS THAT I ASSUME THE RISK FOR ANY AND ALL INJURIES AND ILLNESS WHICH MAY RESULT FROM MY PARTICIPATION IN WRF ACTIVITIES.

I HEREBY WAIVE, RELEASE AND DISCHARGE WRF, ITS OFFICERS, OWNERS, AGENTS, VOLUNTEERS, SERVANTS, INDEPENDANT CONTRACTORS, CONTRACTED INSTRUCTORS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR INJURY, ILLNESS, DEATH, LOSS OR DAMAGE, CAUSED NEGLIGENTLY BUT NOT HARMS CAUSED RECKLESSLY OR INTENTIONALLY, WHICH I MAY SUFFER AS A RESULT OF MY PARTICIPATION IN WRF ACTIVITIES, USE OF WRF'S FACILITIES, AS DESCRIBED IN THE WRF HANDBOOK, OR PRESENCE ON WRF PREMISES, WHICH IS COMPRISED OF THE LAND AND STRUCTURES ON WHICH WRF'S FACILITIES ARE LOCATED.

I understand that WRF is not responsible for personal property lost or stolen while I or other members and/or program participants use WRF's facilities or are present on WRF premises.

I understand that a determination that any portion of this waiver and release of liability is invalid, illegal or unenforceable shall not affect the remaining portions of this waiver and release of liability.

I have considered that if this waiver and release of liability was not as broad as it is, the cost for my use of the facility would be considerably higher, and as I do not wish to pay a considerably higher cost, I, therefore, agree to these terms and choose not to further bargain for different waiver and release of liability terms in exchange for a higher cost for my use of the facility.

I understand that I have the right to cancel this contract until midnight of the 3rd operating day after the date on which I signed the contract. If the facilities or services that are described in the contract are not available at the time I sign the contract, I have until midnight of the 3rd operating day after the day on which I received notice of my availability, to cancel the contract. If within this time period I decide I want to cancel this contract, I may do so by notifying Wild River Fitness, 2630 65th Ave, P.O. Box 309, Osceola, WI 54020 by any writing mailed or delivered to WILD RIVER FITNESS CENTER at the address shown on the contract, within the previously described time period. If I do so cancel, any payments I make, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by me will be canceled by WILD RIVER FITNESS CENTER and arrangements will be made to relieve me of any further obligation to pay the same.

I understand that if I am unable to make use of or receive the Facility services contracted for because of my death or disability, I am liable for only that amount paid prior to the death or disability for use of the Facility. Any prepaid amounts for services not yet used will be refunded.

I understand that by signing this waiver and release of liability, I also give my consent for WRF to use my photograph or video image in promotional materials

I understand that this waiver expressly waives any claim against WRF for contracting any illness, including COVID-19, which I may be exposed to as a result of my participation in any athletic activity, sports program, and use of equipment or other activities associated with my WRF membership (WRF "Activities"). I know the inherent risks of COVID-19 spread and understand that COVID-19 can be fatal. I understand that COVID-19 is present in my community and that like other public facilities, I may contract COVID-19 by entering WRF. I have chosen to accept this risk of contracting COVID-19 and knowing and voluntarily waive any claims against WRF.

Member Name (print): _____

Member Signature: _____ Date: _____

Guardian Signature for Person under 18: _____

If Guardian is signing this contract please print full name and guardian status:
