

North Myrtle Beach Aquatic & Fitness Center Waiver and Release of Liability & Assumption of Risk

In consideration of my participation in one or more programs or use of the facilities and equipment of the North Myrtle Beach Aquatic and Fitness Center (hereafter referred to as "NMBAFC") for any purpose, I, the undersigned, do hereby acknowledge, covenant, and agree for myself, my family, heirs, and assigns as follows:

- 1) To the maximum extent allowed by law, I **Waive, Release, and Discharge** the NMBAFC, the City of North Myrtle Beach, its agents, and assigns from any and all claims, losses, or causes of action including, but not limited to, death, personal injury, **illness (ex. Communicable diseases such as MRSA, influenza, and COVID-19)** or property damages, whether caused by the **negligence** of the releases, arising out of my participation in any program or use of the facilities or equipment of the City of North Myrtle Beach.
- 2) I acknowledge I am fully aware that there are inherent risks associated with the use of the facilities, equipment, and participation in the programs of the NMBAFC including, but not limited to, equipment hazards and injury from strenuous physical exercise. I acknowledge I was advised to obtain an examination by a physician prior to engaging in physical exercise. To the maximum extent allowed by law, I **ASSUME ALL RISKS** for any and all injury or property damage, including those arising from the negligence of the releases, while on the premises, using equipment, or participating in any program of the NMBAFC.
- 3) I have read this **WAIVER AND RELEASE OF LIABILITY** and fully understand its contents to be a **Waiver and Release of Liability and Assumption of Risk**. I sign this voluntarily and no inducements other than the foregoing written statement have been made. I confirm that I am 18 years of age or older and under no legal constraint or impediments.

Rules and regulations have been adopted for the safe enjoyment of this facility by all participants. I agree to adhere to those regulations. The NMBAFC reserves the right to take necessary disciplinary action—if these rules are not followed. I further understand that visitor fees will not be refunded.

I hereby give permission for the NMBAFC staff to secure medical treatment for myself or my family in the event of an emergency. I authorize the physician or medical personnel selected to provide treatment deemed necessary by them.

Date: ___/___/___ Signed: _____

Printed Name: _____

Print name of child(ren) parent (guardian) is signing for:

- | | |
|-----------|-----------|
| (1) _____ | (4) _____ |
| (2) _____ | (5) _____ |
| (3) _____ | (6) _____ |