



**Upland Hills Health
RELEASE AND WAIVER OF LIABILITY,
INDEMNITY AND MEDICAL RELEASE**

THIS FORM MUST BE SIGNED BY ALL PARTICIPANTS. IF PARTICIPANT IS UNDER 18 YEARS OF AGE, FORM MUST BE SIGNED BY MINOR AND HIS/HER PARENT/GUARDIAN.

IN CONSIDERATION of the undersigned Participant being permitted to voluntarily utilize the Upland Hills Health, Inc. ("Upland Hills") Wellness Center (the "Center") facilities, equipment, programs and services, participant and, if applicable, Participant's undersigned Parent/Legal Guardian (individually and collectively referred to as "Participant") hereby:

1. ACKNOWLEDGES, agrees and represents that Participant understands that the Center activities involve certain risks for physical injury. Participant further acknowledges that physician evaluation is recommended before starting any physical activity program and realizes that it is Participant's responsibility to ensure that Participant's health status allows for safe exercise. Participant also acknowledges that there are potential risks of which may presently be unknown. Because of the dangers of participating in the Center activities, Participant agrees to fully comply with the Center's applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in the Center activities. Participant understands that Upland Hills does not insure participants in Center activities, that any coverage shall be through personal insurance at Participant's expense and that Upland Hills has no responsibility or liability for injury resulting from Participant's utilization of the Center or participation in the Center activities.
2. FULLY RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE Upland Hills, its Board, agents, employees or designees from any and all losses, causes of action, claims, damages or liability that Participant, Participant's spouse, child(ren), guests, legally authorized representative, assigns, successors and representatives may have that relates to, arises out of or is any way connected to Participant's use of the Center or Participant's participation in Center activities.
3. AGREES TO DEFEND INDEMNIFY AND HOLD HARMLESS Upland Hills, its Board, agents, employees or designees from and against any and all claims of any nature including all costs, expenses, and fees arising out of or resulting from Participant's actions during the Center activities or events.
4. CONSENTS to receive emergency medical treatment which may be deemed advisable in the event of injury, accident or illness while at the Center or while participating in the Center activities.

By signing below, Participant acknowledges that s/he has had the opportunity to review, discuss and ask questions about the terms and conditions contained herein.

PARTICIPANT ACKNOWLEDGES THAT S/HE HAS READ THIS RELEASE AND WAIVER OF LIABILITY, UNDERSTANDS ITS TERMS, UNDERSTANDS THAT S/HE WILL BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE.

Printed Name of Participant: _____

Signature of Participant: _____ Date: _____

MINOR INFORMATION:

Name of Parent/Legal Guardian: _____ Age (If A Minor) _____

Signature of Parent/Legal Guardian: _____ Date: _____