

Accident Waiver and Release of Liability

West-Mont Christian Academy Fitness & Recreation Center (“the Facility”)

PARTICIPATION IN ANY ACTIVITY WITHIN THE FACILITY IS AT THE SOLE DISCRETION AND JUDGMENT OF THE MEMBER (OR PARTICIPATING EMPLOYEE) AND AT HIS OR HER OWN RISK.

I, _____, the undersigned, for myself and each sponsored Dependent, assume full responsibility for death, disability, or any personal injuries, property damages, or property theft which may occur to me or my sponsored Dependent(s), in, on, or about the premises of the Facility and do hereby fully and forever release and discharge West-Mont Christian Academy, Inc., West-Mont Christian Academy, the WCA Parent Association, the Board of Directors, West-Mont Christian Academy employees, volunteers, and representatives, and the Facility staff, from any and all suits, claims, damages, costs and expenses of every kind, in conjunction with the use of the Facility and equipment thereof, except that arising out of the willful misconduct of West-Mont Christian Academy.

I, the undersigned, for myself and my sponsored Dependent(s) further agree to use all equipment and activity areas properly and leave them in good condition. I assume total liability and agree to reimburse West-Mont Christian Academy for all damages incurred through the misuse of any Facility area and/or equipment thereof. I also understand that West-Mont Christian Academy and the Facility staff are not responsible for any lost or stolen personal belongings.

I, the undersigned, have received, read and understand the Membership Guidelines handout and understand that there are limitations to my membership as outlined in the handout. I also understand that certain activities have a minimum age requirement of 14 years. It is my responsibility to explain the Membership Guidelines to my sponsored Dependents and to assure their compliance with them. I will be accountable for any and all actions of my sponsored Dependent(s) as if the actions were mine.

I, the undersigned, and my sponsored Dependent(s), desire to voluntarily engage in an exercise program at the Facility. I understand that medical clearance is recommended before beginning and/or participating in an exercise program. Consultation with my health care provider prior to beginning and/or participating in an exercise program is my responsibility, both for myself and for my sponsored Dependent(s).

I, the undersigned, have read this form and understand its nature and meaning. I understand that by signing this form I am giving up certain legal rights on behalf of myself and my sponsored Dependent(s). I believe and represent that I have legal authority to make these waivers and releases, and I agree to indemnify and hold harmless West-Mont Christian Academy, Inc., West-Mont Christian Academy, the WCA Parent Association, the Board of Directors, West-Mont Christian Academy employees, volunteers, and representatives, and the Facility staff for all liability arising out of any lack of authority on my part to make such waivers and releases. I further agree to indemnify and hold harmless the above-mentioned entities and/or individuals for liability for property damage or personal injury, including death, to myself and any other person

resulting from or arising in connection with my use of the Facility and equipment therein or participation in any activities sponsored by the Facility.

I, the undersigned, certify that the information I have given in my application for membership is complete and accurate. I have provided complete and accurate contact information. I agree that in the event of an emergency in which I am incapacitated or where I cannot be reached, emergency medical treatment may be provided to me and/or my sponsored Dependent(s).

I, the undersigned, agree that any claim or dispute arising from or related to this agreement shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker® Ministries (complete text of Rules is available at www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. I understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive my right to file a lawsuit in any civil court against West-Mont Christian Academy, other applicants, and their dependents, for such disputes, except to enforce an arbitration decision.

By my signature below, I agree to the provisions of this Accident Waiver and Release of Liability for myself, my sponsored Dependent(s), and my heirs and assigns, intending to be legally bound.

Applicant's signature: _____ **Date:** _____

Sponsored Dependent's signature: _____ **Date:** _____

Sponsored Dependent's signature: _____ **Date:** _____

Sponsored Dependent's signature: _____ **Date:** _____

West-Mont Christian Academy Marketing & Public Information Photo Release

I hereby authorize West-Mont Christian Academy to use photographs taken of me and/or my sponsored Dependent(s) for purposes of Marketing, Public Relations, Promotion and Recruitment in both print publications and/or use on the West-Mont Christian Academy web site.

Signature: _____ Date: _____