

# SENIOR WALK/EXERCISE

# 2019-20

5964 Executive Drive Fitchburg Wisconsin 53719; Phone: 288-9600

## RELEASE OF LIABILITY and CONSENT FOR MEDICAL TREATMENT

### MUST READ & SIGN ALL SECTIONS BEFORE PARTICIPANT LISTED BELOW WILL BE ALLOWED TO PARTICIPATE

#### PARTICIPANT:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

#### IN CASE OF EMERGENCY

Name of physician: \_\_\_\_\_ Clinic: \_\_\_\_\_ Hospital: \_\_\_\_\_  
Person to contact if parent/guardian/spouse cannot be reached: \_\_\_\_\_  
Relationship to participant: \_\_\_\_\_ Telephone: h) \_\_\_\_\_ w) \_\_\_\_\_

The following Release and Consent shall remain in effect for the duration of the 2019-2020 season through August 31, 2020

#### RELEASE OF LIABILITY

As the undersigned Participant ("the Participant"), I recognize that all exercise activities including walking, running, and/or jogging can be vigorous with additional risks as the result of exercising on artificial turf and the surrounding wall enclosure and that the Participant may suffer temporary or permanent physical injuries including but not limited to **sprains, fractures, eye injuries, brain or spinal damage, paralysis or even death while participating, and/watching such activities.** The Participant recognizes that the types of injuries and harm mentioned in the preceding sentence of this Release can arise from a wide spectrum of causes in regard to the exercise and its related activities including, but not limited to, **head injuries suffered by participants impacting each other, goalposts, dashboards or the ground, mis-stepping on the artificial surface/turf and/or the uneven rubber infill, stepping into or out of the exercise area, or negligence or misconduct by other participants.** With full knowledge of the above-referenced risks and in consideration of Break Away Sports Center, Inc. accepting the Participant to walk with in its facility, and pursuant to the recreational assumption of the risk statute, sec. 895.525 Wis. Stats., **I hereby accept and assume full responsibility for any and all harm caused by negligence, and hereby release, discharge, and/or otherwise indemnify Break Away Sports Center, Inc., and its respective associated staff, and the directors and officers as to any claims and causes of action based on allegations of negligence by or on behalf of the Participant.**

If you have questions regarding the provisions of this Release or otherwise wish to negotiate any of the provisions of this Release, please contact the Manager of Break Away Sports Center, Inc. Please note that the Participant shall not be permitted to participate within the Break Away Sports Center, Inc. facility until this form is agreed upon and/or signed and returned to an authorized Break Away Sports Center, Inc. representative

I hereby represent/declare that as the Participant, I am fit and healthy to participate in the "Senior Walk" exercise and its related activities. I hereby acknowledge that I am in good health and capable of exercising on my own, with out monitoring or need of supervision by others.

X

\_\_\_\_\_  
Adult Participant Signature

\_\_\_\_\_  
Date

#### CONSENT FOR MEDICAL TREATMENT

With full knowledge of the risks of injury in the "Senior Walk" exercise and its related activities, I hereby authorize the following persons to administer emergency medical treatment to myself, the Participant, for any injury or other medical emergency while at Break Away Sports Center Inc: Break Away Sports Center, Inc. management, employee, officers, or agents of the City of Fitchburg and/or the "Senior Walk" program. This consent also extends the right to those persons listed above to arrange for immediate medical treatment by a licensed physician and/or other trained medical personnel and for them to provide such emergency medical care as they deem appropriate to preserve the life or well-being of myself and agree to be responsible financially for the reasonable cost of each assistance or treatment. I hereby release, hold harmless and indemnify the above-listed persons for any injury or damage related to administration of emergency medical care as authorized herein.

I have read and fully understand the above statements.

X

\_\_\_\_\_  
Adult Participant Signature

\_\_\_\_\_  
Date

(Updated 10/01/20)