



Logan County Rehabilitation and Wellness Center

906 W 2nd Street, Oakley, KS 67748

785-672-8167

MEMBER WAIVER

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT, WHICH AFFECTS YOUR LEGAL RIGHTS!

WAIVER AND RELEASE OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to use the Wellness Center facility, including all equipment, state and agree as follows on behalf of myself and my personal representatives, next of kin, heirs, executors, administrators, agents, and assigns:

1. I understand that any physical exercise or activity involves the risk of bodily injury, including permanent disability, paralysis, and death. I understand that such injury may be caused by my own actions or inactions, or the actions or inactions of others.
2. I agree to engage in any physical exercise or activity and to use the facility at my own risk. This includes, but is not limited to, the following: (a) my use of the parking area, sidewalk, equipment, and any other amenity in the facility; (b) my participation in any activity in the facility; and (c) use of any information, instruction, advice, example, direction, or suggestion I receive through any means while at the Fit for Life facility. I agree that I am voluntarily engaging in these activities and using the facilities, equipment, and amenities. I assume all risk of injury, illness, damage, or loss of any kind resulting from such activities and usage, including, but not limited to, any loss or theft of personal property.
3. I agree to release and discharge Logan County Hospital, (and its affiliates, employees, agents, representatives, successors, and assigns) to the fullest extent permitted by law, from any and all claims or causes of action (known or unknown) arising out of any negligence on the part of LCH. If, despite this agreement, I, or anyone on my behalf, makes a claim against LCH, I will indemnify, save, and hold harmless LCH from any litigation expense, attorney fees, loss, liability, damage, or cost LCH may incur as a result of such claim.

I have read this agreement and fully understand its terms. I have had an opportunity to ask any questions I may have concerning this agreement, and all such questions have been answered to my satisfaction. I understand that this agreement cannot be modified orally. I understand that I have given up substantial rights by signing this agreement. I have signed this agreement freely and without any inducement or assurance of any nature. I intend this agreement to be a complete and unconditional release of all liability to the fullest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

SIGNATURE _____ DATE _____

PRINTED NAME _____

WITNESS SIGNATURE _____