

# INSTRUCTOR ASSUMPTION OF RISK, WAIVER, AND RELEASE AGREEMENT

## Private Fitness Instruction – Inspiration Club

This Instructor Assumption of Risk, Waiver, and Release Agreement (“Agreement”) is executed by the undersigned instructor (“Instructor”) in favor of **the Inspiration Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”).

### 1. Nature of Activity / No District Sponsorship

Instructor acknowledges and agrees that the District does not sponsor, organize, supervise, endorse, or control Instructor’s activities in teaching classes at the Inspiration Club building, which is owned by the District. Instructor is not an employee, agent, contractor, partner, or representative of the District.

Instructors contracted directly by the District are subject to a separate agreement and are not governed by this provision.

### 2. Acknowledgment and Assumption of Risk

Instructor acknowledges that providing fitness instruction at the Inspiration Club involves inherent risks, including but not limited to bodily injury, illness, death, property damage, participant conduct, equipment use, and facility conditions. Instructor knowingly and voluntarily assumes **all risks**, whether known or unknown, foreseeable or unforeseeable, arising out of or related to Instructor’s activities and use of District facilities.

### 3. Waiver and Release of Claims

Instructor agrees to RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND NOT ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM against the District or its respective officers, employees, agents, consultants, and representatives, for any and all liability, claims, demands, causes of action or rights of action, loss, damages, or injury to persons or property, sustained by Instructor, or participants in Instructor’s fitness class, which are related to, or arising out of Instructor’s teaching of fitness classes at the Inspiration Club.

### 4. Indemnification and Defense

Instructor agrees to **indemnify, defend, and hold harmless the District** and its respective officers, employees, agents, assigns, consultants, contractors, and representatives, from and against any and all claims, demands, damages, losses, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to:

- Instructor’s instruction, activities, or use of the Inspiration Club;
- Any injury or damage to participants or third parties arising from Instructor’s activities; or
- Any breach of this Agreement by Instructor.

5. Compliance with Laws and District Rules

Instructor agrees to comply with all applicable District rules, policies, and facility-use requirements. Instructor is solely responsible for instruction, supervision, and participant safety.

7. Effective Date and Unilateral Nature

This Agreement is **unilateral** and is effective upon execution by Instructor. **No signature or action by the District is required** for this Agreement to be valid or enforceable. Permission to use District facilities constitutes sufficient consideration.

8. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. Governing Law and Venue/Miscellaneous

This Agreement shall be governed by the laws of the State of Colorado, and any legal action shall be brought in a court of competent jurisdiction within Colorado.

This Agreement applies to and binds Instructor and Instructor’s personal representatives, assigns, heirs, and next of kin. If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall remain in full force and effect.

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INSTRUCTOR SIGNATURE

By signing below, Instructor acknowledges that they have read, understood, and voluntarily agreed to this Instructor Assumption of Risk, Waiver, and Release Agreement.

**Instructor Name (Print):** \_\_\_\_\_

**Instructor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Instructor Contact Information:** \_\_\_\_\_