

PARTICIPANT LIABILITY WAIVER, RELEASE & INDEMNIFICATION

Private Fitness Class – Inspiration Metropolitan District- Inspiration Club

This Participant Liability Waiver, Release, and Indemnification (“Waiver”) is executed by the undersigned participant, or if the participant is a minor, by the undersigned parent or legal guardian (“Participant”), in favor of **the Inspiration Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”).

1. Private Activity / No District Sponsorship or Control

Participant acknowledges and agrees that the **[insert information about the fitness class]** is a **fitness class** conducted by a **private instructor** and is **not sponsored, organized, supervised, endorsed, or controlled by the District**. The District’s role is limited solely to allowing use of the Inspiration Club. The District does not provide instruction, supervision, equipment, or medical care.

2. Acknowledgment and Assumption of Risk

Participant understands that participation in fitness classes and physical exercise involves **inherent risks**, including but not limited to bodily injury, muscle strain, sprains, fractures, falls, overexertion, dehydration, heart-related events, and other physical or medical conditions. Participant voluntarily and knowingly assumes **all risks**, whether known or unknown, foreseeable or unforeseeable, associated with participation in the fitness class and use of the Inspiration Club.

3. Health Representation

Participant represents that they (or the minor participant) are physically and medically able to participate and have no condition that would prevent safe participation. Participant accepts full responsibility for obtaining medical clearance if necessary and for monitoring their own (or the minor’s) physical condition during participation.

4. Release and Waiver of Claims

To the fullest extent permitted by Colorado law, Participant hereby **releases, waives, and discharges the District**, including its board members, officers, employees, agents, and volunteers, from **any and all claims, demands, causes of action, damages, losses, or liabilities of any kind**, whether known or unknown, arising out of or related to participation in the fitness class or use of the Inspiration Club, **including claims arising from the ordinary negligence of the District**.

5. Indemnification

Participant agrees to **indemnify, defend, and hold harmless the District** from and against any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Participant's participation in the fitness class, or if applicable, the participation of the minor in the fitness class.

6. Minors

If the participant is under eighteen (18) years of age, the undersigned represents and warrants that they are the parent or legal guardian of the minor, consent to the minor's participation, and agree to all terms of this Waiver on behalf of both the minor and themselves.

7. Severability

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

8. Governing Law and Venue

This Waiver shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any action shall lie exclusively within the State of Colorado.

SIGNATURES

Participant Name (Print): _____

Participant Signature: _____

Date: _____

(If participant is a minor)

Minor's Name (Print): _____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

Date: _____