The Jewish Community Center of St. Louis User Waiver and Releases of Liability STATEMENT OF PHYSICAL CAPABILITY

| STATEMENT OF PHISICAL CAPABILITY |
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| As a condition of my participation in the physical activities/sport for which I am registering, (Tae Kwon Do) at Jewish Community Centers ("JCC"), I, agree that: |
| I warrant and represent to JCC that: 1. I have prepared for the Activity by practicing the same prior to my participation in the Activity, 2. I am in good physical health and condition and am physically able to participate or compete in the Activity I have selected; 3. I know of no physical restriction whatsoever which would prohibit my participation or competition in the Activity that I have selected. I have been advised by the JCC that it would be in my best interest to consult my physician prior to my preparation in regard to my participation in the Activity; and 4. I recognize and understand that the preparation and participation in the Activity may necessitate strenuous physical activity and could activate any unrecognized pre-existing cardiovascular disorder which I may have, thereby resulting in serious or life threatening physical harm to me. |
| PERSONAL INJURY RELEASE As a condition of being permitted to participate in the Activity I, the undersigned participant, agree that: 1. I recognize that participation in the Activity involves risks of physical and emotional injuries and damages including but not limited to injuries, damages or losse relating to or resulting from slips, falls, collisions, car accidents, drowning, trauma, health failure, and/or other mishaps whether known or inherent to the Activity of whether foreseeable or unforeseeable. Possible injuries to me can include death, personal injury, paralysis, property damages, loss of service and other injuries are damages to myself or to third parties. |
| I assume full responsibility for any injuries, damages or losses which may occur to me and agree that JCC and its trustees, officers, agents, employee representatives, volunteers, students and assigns (the "JCC Parties") shall not be liable for any damages arising from any personal injuries that I may sustain a connection with the Activity whether occurring on or about the premises of the Millstone Campus at 2 Millstone Campus Drive or on the Harry and Jeanet Weinberg Campus at 16801 Baxter Road occurring adjacent to or outside of the property of JCC, or as a result of my preparation for or participation in the Activit to the extent that the Personal Injury Release provides for the release of such liability. I hereby fully and forever release and discharge and hereby agree to indemnify and hold harmless the JCC Parties from any and all present and future claim |
| 3. I hereby fully and forever release and discharge and hereby agree to indemnify and hold harmless the JCC Parties from any and all present and future claim demands, damages, rights of action or causes of action (collectively "Claims") arising out, resulting from, or connected in any way with my preparation for and/or participation in the Activity, whether known or unknown, anticipated or unanticipated, and specifically including, but not limited to, any Claims arising out of resulting from JCC Parties' own negligence or fault or the negligence or fault of their agents, employees, representatives, volunteers and assigns, provided that the release and discharge shall in no way affect any claims which I cannot legally waive, such as grossly negligent acts, intentional acts occurring in the future and act done with malfeasance. |
| I understand that I am releasing the JCC Parties from liability to the full extent that the law allows not only from any risk inherently associated with participation the Activity, but also any enhanced exposure to injury occasioned by any carelessness, negligence or fault of the JCC Parties or anyone acting on the JCC Partie behalf, including any and all liability for damage and injury or death to myself or to any person or property to the full extent that the law allows. I understand that THIS RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AS LEGALLY POSSIBLE, and I accept the terms as a condition of beir permitted to participate in the Activity. |
| RELEASE FOR PERSONAL PROPERTY |
| I acknowledge and agree that that JCC and its agents, employees, representatives, volunteers and assigns (the "JCC Parties") shall not be liable for any loss or theft of person property and I release the JCC Parties for any liability for loss or theft of any personal property in connection with the Activity. CONSENT TO MEDICAL TREATMENT |
| JCC has my permission to have a physician treat me if needed during my participation in the Activity. I hereby consent to any first aid, medication, medical treatment or surger deemed necessary I release all claims for injuries or damages incurred by me in the connection with the delivery of such care in good faith. This release is also a condition of participation in the Activity. |
| PUBLICITY CONSENT I authorize JCC to use or publish my likeness in any form. I waive any right to inspection or for any compensation. |
| OTHER RELEASES This release is introducted and the release of the |
| This release is intended to supplement any other releases that I have previously signed with JCC and is not intended to amend, modify or revoke any other release now existing between JCC and me. |
| THIS WAIVER AND RELEASE AFFECTS MY LEGAL RIGHTS AND INCLUDES RELEASES OF LIABILITY WHICH ARE INTENDED TO BE AS BROAD AS LEGALLY POSSIBLE. I HAVE READ THIS WAIVER AND I UNDERSTAND WHAT I AM SIGNING BELOW. |
| * Parents or Guardians of Minor Participants must sign the following "Addendum for Minors". |
| ADDENDUM FOR MINOR-PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for Participants under the age of 18) |
| In consideration of <u>(see below)</u> ("Minors") being permitted by JCC to participate in its activities and to use its equipment and facilities, I further agree to indemnift and hold harmless JCC and Jewish Federation from any and all claims which are brought by, or on behalf of Minors or any of them and which are in any way connected with such use or participation by Minors or any of them. |

Parent or Guardian

Date

Signature

Minor's Name

(Please Print)

Parent or Guardian Name

(Please Print)