

WAIVER, RELEASE OF LIABILITY, AND CONSENT TO MEDICAL ATTENTION



I, _____ (“Participant”), in consideration of my use of the Riverview Health Rehab & Fitness facility (“Facility”) and participation in any fitness or wellness activity or exercise program (“Program”) administered by Riverview Hospital (“Riverview”), have agreed to execute this Waiver, Release of Liability, and Consent to Medical Attention (“Waiver”) for myself and my personal representatives, executors, heirs, family members, successors and assigns, and acknowledge, agree to and represent the following:

1. I desire to voluntarily participate in the Program and use the Facility (each, “Participation”) in an attempt to improve my physical fitness, performance level, and functional skills. My Participation and execution of this Waiver is voluntary. I have read and fully understand the terms of this Waiver, intending to be legally bound by its terms. I agree to read and abide by posted Riverview rules, as developed and revised from time to time, at all times while at the Facility.
2. I understand that there is a risk of me contracting COVID-19 or other illnesses in any public location and that includes during my participation at the Facility. I agree to not use the Facility in the event I have, or have had in the last fourteen (14) days, any symptom reasonably related to COVID-19 or have been exposed to any individual with such symptoms. If at any time after execution of this Waiver, I contract COVID-19, experience COVID-19 symptoms, or become aware that I have been exposed to any individual in the prior fourteen (14) days who has received a COVID-19 diagnosis, I shall immediately notify Riverview and shall not return to the Facility without authorization from Riverview following either (i) receipt of a negative COVID-19 test satisfactory to Riverview and/or (ii) completion of then-current quarantine guidelines promulgated by federal and state health agencies. Riverview has no duty to inform me of any individual with COVID-19 who has used the Facility.
3. I also understand there is a certain level of risk associated with any assessment and subsequent exercise program, including the Program, and my body response to these various activities cannot be predicted with complete accuracy. All modes of exercise place a workload on the body to promote improvement and at the same time present the risk of negative body response to the workload. I understand that the activities during Participation may range from low to intensive to vigorous and physically demanding intensities that may require maximal effort, and carry with it the potential for death, serious injury, or property loss. I **HEREBY ACKNOWLEDGE AND ASSUME THE RISKS OF PARTICIPATION**. I agree that I am responsible for any resulting personal injury and damage to or loss of property arising out of my Participation.
4. I agree to consult my physician and obtain written medical clearance (if required) prior to Participation. If a physician consultation is not required, I declare to be in adequate physical and psychological shape for Participation, and am not aware of any medical condition or symptoms that would prevent me from Participation. I agree to give my physician permission to release any pertinent medical information to Riverview and its staff, to the extent required prior to my Participation.
5. I agree that Riverview (including its affiliates, officers, employees, agents, successors, and assigns (collectively, “Representatives”)) may, but have no duty, to provide me, through medical personnel of their choice, customary medical or training assistance, transportation, and emergency medical services. In the event Riverview or its Representatives deem that an emergency exists in relation to my Participation, I hereby grant permission to Riverview and its Representatives to assist in the care related to such emergency and I agree that I will be solely responsible for any medical costs and expenses arising therefrom.
6. I assume the risk of physical injury, illness, or death and agree that my Participation shall at all times be at my own risk. I, **ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS, FAMILY MEMBERS, SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE, RELEASE AND DISCHARGE AND COVENANT NOT TO SUE** Riverview and all of its Representatives from any liability, loss, cost, damage, expense, claim or suit whatsoever for any and all injury, loss, illness, death, harm, cost, expense, claim, suit, or damage related to my Participation, including related to COVID-19, including any negligent acts or conduct by Riverview and its Representatives (collectively “Claims”). I further agree to indemnify and hold harmless Riverview and its Representatives from and against any and all third party Claims associated with my Participation.
7. I hereby grant to Riverview and its Representatives the irrevocable and unrestricted right to use and publish photographs and/or videos of me during Participation for advertising and/or any other purpose and to alter and copyright the same without restriction.
8. This Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Indiana. If any portion hereof is held invalid, the balance of this Waiver shall, notwithstanding removal of such invalid portion, remain in full legal force and effect.

I confirm that I have read and understand the information, representations, covenants, releases, and waivers stated above, and voluntarily give my permission to be bound by this Waiver.

Participant Signature: _____ Date: _____

(IF NECESSARY) I am the parent or guardian of the Participant, and on the Participant’s behalf, on my behalf and on the behalf of all other parents or guardians of Participant, I hereby acknowledge and agree to be bound by this Waiver as stated above.

Signature: _____ Relationship to Participant: _____