



印城華人教會

Chinese Community Church of Indianapolis

3405 E. 116th St., Carmel, IN 46033

www.indychinesechurch.org • (317) 706-0433

## Chinese Community Church of Indianapolis Gym Usage Assumption of Risk and Release from Liability (“Agreement”)

I, \_\_\_\_\_, wish to use the gym at Chinese Community Church of Indianapolis. In consideration of the services to be rendered by CCCI in allowing gym usage and in consideration of my participation in using the gym, I hereby agree to the following:

1. I understand using the gym may include, but are not limited to, the following: physical activities (e.g., running, sports, etc.); and physical exertion such as lifting or moving heavy objects.
2. I understand that certain risks are inherent in participation. These risks may include, but are not limited to, such things as incidents related to gym-related activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable.
3. **I understand that my participation in using the CCCI gym is entirely voluntary and at my own risk. I fully understand the scope of the activities and the potential risks involved in using the gym. I agree to assume the risks of my participation, including the risk of catastrophic injury or death.**
4. I understand and agree that CCCI does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that CCCI strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to using the CCCI gym.

5. **I hereby release and fully discharge CCCI, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in using the CCCI gym, whether caused by CCCI's negligence or otherwise, to the fullest extent permitted by law.**
  
6. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to CCCI gym usage that purports to establish the venue for any litigation arising from using the CCCI gym, I agree that I will file no action against CCCI or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Fall Retreat, in any court other than in the Superior Courts of Hamilton County, Indiana.
  
7. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.** I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print) \_\_\_\_\_

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

**If Participant is under 18 years old, his/her parent or guardian must sign below.**

Printed Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date \_\_\_\_\_