



IN-PERSON EXERCISE CLASS RELEASE AND PARTICIPANT'S AGREEMENT

I, _____, wish to participate in the exercise activities and programs, including but not limited to: Fit for Life, Pilates, Zumba Gold, Chair Yoga, Seated Strength & Balance, Balls & Bands, Tai-Yo-Ba, Cardio Sculpt, SAIL, Osteo, Line Dancing, Flex & Stretch, Tai Chi, Qi Gong, Senior Muscle Conditioning, use of the fitness room, and any other movement practices at the Council on Aging's Tolles Parsons Center. I understand that strength, flexibility and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve risk of injury and even death. I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

To the best of my knowledge, I hereby certify that I do not suffer from any condition, impairment, disease, infirmity or other illness that would preclude me from engaging in these exercise activities and programs. I understand that it is my responsibility to consult with a physician regarding my health before I engage in these exercise activities and programs at the Tolles Parsons Center. I represent and warrant that I am physically fit to participate in such exercise activities without limitation. (Note: If you are uncertain about this, please consult your health care provider before participating in fitness activities and do not complete this form.)

Due to emergency safety measures taken by the Town of Wellesley, masks are required for all members of the public while inside of the Tolles Parsons Center, unless an exemption applies. I understand that this means that I must wear a mask for the entire in-person exercise class that I am participating in, unless I am unable to wear a mask due to a medical or disabling condition. I understand that I may temporarily remove my mask in order to consume water during a hydration break. I hereby certify that I understand the mask requirement. (Initial here: _____)

In consideration of being allowed to participate in the activities and programs at the Tolles Parsons Center and to use its equipment, I hereby waive, release and forever discharge the Town of Wellesley and its officials, agents, employees, volunteers, representatives, and personal fitness vendors and instructors (collectively, the "Releasees"), and all others from any and all responsibilities or liability for any personal injuries, or death to myself, including those caused by a negligent act or omission by those set forth above or on their behalf resulting from my participation in a exercise activity, program(s), class or use of the equipment in the Tolles Parsons Center. This agreement shall be binding on my



executors, administrators and other representatives.

I understand that by signing this document I represent that I understand fully the rules and regulations that have been established for participation in the exercise activities and programs at the Tolles Parsons Center and I agree to follow such rules and regulations for my personal safety and the safety of everyone who participate in the exercise activities and programs at the Tolles Parson Center. I promise to indemnify, defend and hold harmless the Releasees against any and all legal claims and proceedings of any description, kind, or nature arising or resulting from my voluntary participation in such exercise activities, programs and classes, and use of equipment at the Tolles Parsons Center.

I further affirm that I have read this Release and Participant's Agreement and that I understand the contents of this Form. I understand that my participation in exercise, activities, and/or programs of the Council on Aging's Tolles Parsons Center and Fitness Room is voluntary and that I am free to choose not to participate in said activities and programs. By signing this form, I affirm that I have decided to participate in these activities with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that I may suffer while participating in these activities.

Participant's Signature

Date