

## CITY OF HILLSBORO

Name \_\_\_\_\_ Birthdate: \_\_\_\_\_ Sex: Male ☐ Female ☐

Home address \_\_\_\_\_ City/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Activity: \_\_\_\_\_ (Adult Fitness Program)

### **Waiver, Release and Hold Harmless Agreement**

I, the undersigned, in consideration of my voluntary participation in the Adult Fitness Program, represent, covenant, and agree to the following, on behalf of myself and my heirs, assigns, and any other person enforcing my rights:

1. I acknowledge that participating in the Fitness Program or other activities and exercise programs involves certain risks (some of which I may not fully realize or appreciate) and that injuries, death, property damage, or other harm could result to me or others. These risks include, but are not limited to, injuries from the use of equipment, abnormal blood pressure, fainting, disorders of heart beat, and instances of heart attack or death.

2. I recognize that efforts will be made to minimize health-related risks. Nevertheless, I voluntarily agree to participate in the Adult Fitness Program and accept and voluntarily incur and agree to assume all of those risks, whether known or unknown, and any resulting injuries, damages, or harm (including those from risks which I do not fully realize or appreciate), regardless of whether or not they are caused in whole or in part by the negligence or other fault of the City and/or their related departments, affiliates, trustees, officers, appointees, volunteers, employees, agents, or insurers (together "Released Parties").

3. I waive all claims against all Released Parties for any injuries, damages, losses, or claims, whether known or unknown to me, which arise from my use of the City property and any of its related facilities, venues, workout equipment, or any other activity or use which could reasonably be considered related to my participation in the Adult Fitness Program. I hereby waive any claim or cause of action alleging negligence or other fault against any Released Parties for injuries, harm, losses, or damages incurred during usage of the City facilities or through my participation in the Adult Fitness Program. This waiver includes, but is not limited to, claims for the following: injury from use of equipment (including without limitation any malfunctioning equipment), injury during the course of exercise (including without limitation instructed exercise classes or programs), injury from advice on conducting exercise or physical activity, injury during sport activities, and stolen items from the City property. I release and forever discharge Released Parties from any and all such claims, whether instituted by myself or on my behalf by my heirs, assigns, or any other person enforcing my rights.

4. I acknowledge that neither the City nor any of the other Released Parties owe me any legal duties to ensure that I am correctly and safely using workout equipment or correctly and safely exercising. I accept all responsibility for learning safe and proper methods for exercise, usage of equipment, and general physical activity. I accept the risks and any resulting injuries from any uninformed or novice exercise activity.

5. I agree to indemnify and hold Released Parties harmless from all losses, liabilities, damages, costs, and/or expenses (including but not limited to reasonable attorney's fees and other costs and expenses related to litigation) incurred by any Released Parties as a result of any claims or suits that I (or anyone claiming by, under, or through me) may bring against any Released Parties to recover losses, liabilities, costs, damages, or expenses which arise during or result from my use of the City property or my participation in the Adult Fitness Program, or through any activity that is reasonably related to my participation in the Adult Fitness Program.

6. I give permission for the City and its employees, agents, representatives, and volunteers, as well as any emergency personnel, to make necessary first aid decisions in the event of an accident, injury, or illness I may suffer during my participation in City activities, the Adult Fitness Program, or related exercises, classes, or use of equipment. If I need medical treatment, I shall be financially responsible for any costs incurred as a result of such treatment. I have carefully read and reviewed the foregoing Waiver, Release, & Hold Harmless Agreement. I understand it fully and execute it voluntarily.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

(Please complete the remaining pages)

## City Screening Procedures

### Section 1 –Current Physical Activity

When answering the following questions in this section, please note the following definitions:

Moderate Intensity: An activity that causes noticeable increases in heart rate and breathing (e.g. brisk walking)

Vigorous Intensity: An activity that causes substantial increases in heart rate and breathing (e.g. jogging)

Over the last three months, have you regularly participated in physical activity for at least 30 minutes, three days/week at a moderate intensity? ☐No ☐Yes

If yes, which of the following best describes any vigorous intensity activity in your regular routine in the last 3 months?

☐I participate in some or all vigorous intensity activity ☐None, but I want to begin some vigorous intensity activity ☐None, and I want to continue moderate intensity activity

### Section 2 –Medical Conditions

Please select any of the following medical conditions that you currently have or had.

☐Heart attack ☐Heart surgery ☐Cardiac catheterization ☐Coronary angioplasty (PTCA) ☐Heart valve disease ☐Heart failure ☐Heart transplantation ☐Congenital heart disease ☐Abnormal heart rhythm ☐Pacemaker/implantable cardiac defibrillator ☐Peripheral vascular disease (PVD or PAD): disease affecting blood vessels in arms, hands, legs, and feet ☐Cerebrovascular disease – stroke or TIA (transient ischemic attack) ☐Type 1 or Type 2 diabetes ☐Renal (kidney) disease

### Section 3 –Signs or Symptoms

Please select any of the signs or symptoms that you have recently experienced. ☐Pain, discomfort in the chest, neck, jaw or arms at rest or upon exertion ☐Shortness of breath at rest or with mild exertion ☐Dizziness or loss of consciousness during or shortly after exercise ☐Shortness of breath occurring at rest or 2-5 hours after the onset of sleep ☐Edema (swelling) in both ankles that is most evident at night or swelling in a limb ☐An unpleasant awareness of forceful or rapid beating of the heart ☐Pain in the legs or elsewhere while walking; often more severe when walking upstairs/uphill ☐Known heart murmur ☐Unusual fatigue or shortness of breath with usual activities

### Section 4 –Acknowledgement, Follow-Up and Signature

I acknowledge that I have read this questionnaire in its entirety and have responded accurately, completely, and to the best of my knowledge. Any questions regarding the items on this questionnaire were answered to my satisfaction. Also, if my health status changes at any time, I understand that I am responsible to inform the City activity sponsor at this facility of any such changes.

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Print Name

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Signature

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Date