**Evergreen Park Public Library**

9400 S. Troye Ave, Evergreen Park, IL 60805

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY FORM

TEEN YOGA

***You must complete ALL fields before participating in class.***

Full Name: D.O.B: / / Address: City: State: Zip Code:

Email (neatly please!) Phone: Name/Phone of Emergency Contact:

Do you have any physical limitations that could be aggravated by exercise? Yes No

If so, explain:

**\*\*\*It is your responsibility to inform the instructor of your limitations before each class begins.\*\*\***

In consideration of my participation in the **Teen Yoga** program offered by the Evergreen Park Public Library (the “Program”), the undersigned agrees as follows:

I represent and warrant that I am in good physical health and do not suffer from any medical condition that would limit my participation in the Program. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Program and I warrant that I have not been advised not to participate in the Program by a doctor or medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in the Program.

I recognize that the Program may require physical exertion, which may be strenuous. I understand and acknowledge that my participation in the Program involves risk, including but not limited to the following: risk of property damage or theft to personal items, and bodily injury, including but not limited to permanent disability, paralysis and possibly death. These risks may result from the use of the Evergreen Park Public Library facilities, from the Program itself, from the acts of others, or from the unavailability of emergency medical care. I VOLUNTARILY ASSUME ALL RISKS THAT MAY ARISE OUT OF OR RESULT FROM MY PARTICIPATION IN THE PROGRAM, INCLUDING THOSE RISKS DESCRIBED ABOVE.

I waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

I hereby WAIVE, RELEASE, and DISCHARGE the Evergreen Park Public Library, its Board of Trustees, individual members, officers, employees, agents, representatives, volunteers and instructors (hereinafter jointly referred to as “Indemnitees”) from all claims, demands, causes of action, losses, liabilities and damages, including attorneys’ fees and court costs related to any property damage, property loss or theft, personal injury, death and/or other economic and non-economic loss arising from or related to the undersigned’s participation in the Program. The undersigned agrees to indemnify and defend the Indemnitees from and against all Claims made by a third party to the extent arising from any negligent act or omission of the undersigned, and to the extent arising from the undersigned’s breach of this agreement.

The undersigned agrees to pay for any and all personal injury and property damages caused by the undersigned negligently, willfully or otherwise.

This Assumption of Risk, Waiver and Release of Liability Form shall be governed in all respects by the laws of the State of Illinois without regard to conflict of laws principles. The undersigned consents to personal jurisdiction in the State of Illinois and agrees that the County of Cook shall be the sole venue for any disputes arising between the undersigned and the Evergreen Park Public Library arising from this agreement.

If any term, clause or provision of this Assumption of Risk, Waiver and Release of Liability Form is held to be illegal, invalid or unenforceable, or if the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the undersigned and the Evergreen Park Public Library that the remainder of this agreement, or the application of such terms, clause or provision other than those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver and Release of Liability Form and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law

The undersigned has read and fully understands this Assumption of Risk, Waiver and Release of Liability Form and realizes it relates to surrendering and releasing legal rights and does so freely and voluntarily.

Print name: Signature: Date Signed: / /

**If participant is under 18**: As Parent or Legal Guardian of , I consent to the above terms and conditions.

Print name: Signature: Date Signed: / /