



**With Tony Ennis**

**At the Independence Senior & Community Center  
2001 Jack Woods Parkway**

**MONDAYS - September 19th to November 21st - 6 :30 TO 7:30 P.M.**

**(No class on October 31st)**

**Cost is \$70 for the 9 week session or Walk Ins \$10 per class**

**NEW !! - Referral Discount\* \$5 off session registration for you & your friend.**

**Referral discount only applies for someone that has never taken this class.**

**Let go of your limits! It's time to rise above the excuses. Step outside your comfort zone and make the shift from "I Can't" to "I will." Because if you want results, you've got to work hard for them. Leave whatever is holding you back outside class and master athletic training drills, cardio conditioning, and strength training to reach your personal best, no matter where you're starting from. NO Refunds**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Make checks payable to the City of Independence. Mail signed waiver, registration form and payment to the City of Independence, 5409 Madison Pike, Independence, KY 41051. For credit card payments call 859 -356-5302. Questions on class availability may be directed to Nita Brake at 859-363-2934.**

**Please sign waiver on back**

**Informed Consent and Liability Waiver Release for Participation in Exercise Program**

I, \_\_\_\_\_, agree and consent to the following:

I am voluntarily participating in exercise/fitness program conducted by Tony Ennis and/or the City of Independence. I recognize that the program requires physical exertion that may be strenuous at times and may cause physical injury and I am fully aware of the risks and hazards involved.

I understand that it is my responsibility to consult with a physician to and regarding my participation in the above-mentioned program. I represent and warrant that I have no medical condition that would prevent my participation in the program.

I agree to assume full responsibility for any risks, injuries, or damage known or unknown which I might incur as a result of participating in the program. Such injuries may include, but are not limited to, heart attacks, muscle strains, muscle tears, muscle pulls, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness, including death.

I knowingly, voluntarily, and expressly waive any claim I may have against Tony Ennis or the City of Independence for injury or damages that I may sustain as a result from participating in the program.

**WHEREAS**, the City of Independence owns various parcels of improved and unimproved real estate in the City, that are made available to the public for recreational purposes, including, without limitation, parcels known and identified as Independence Senior & Community Center, Memorial Park, Sterling Staggs Park, Glenhurst Park, Independence Park and Marion Schadler Park;

**WHEREAS**, the City provides equipment and facilities upon the afore-described parcels of real estate, for the use of the general public; and it also organizes and conducts various activities both within and outside of the city including without limitation transportation to and from such activities in which the number of participants is limited; and

**WHEREAS**, the undersigned wants to use the afore-described real estate, facilities and equipment, and participate in some of the afore-described activities organized and conducted by the City, and this Release of All Claims is a requirement of the City therefore;

**NOW THEREFORE**, in consideration of the use by the undersigned of the afore-described real estate, equipment and facilities and the participation by the undersigned in an activity organized and conducted thereon by the City, the undersigned, for himself or herself and his or her executors administrators, heirs, successors and assigns, hereby releases, acquits and forever discharges the City of Independence, and all of the officers, agents, successors and assigns thereof, from each, every, any and all personal injuries, property damage, costs, expenses, losses, compensation and all other damages of every kind and nature, and all claims and causes of action therefore, at law, or in equity, including, without limitation, claims of third parties for indemnification and/or contribution, which may accrue to the undersigned, his or her executors, administrators, heirs, successors and assigns, through any act, omission, event or occurrence which in any way related to the use of the afore-described real estate, facilities and equipment by the undersigned and /or his or her participation in any activity organized and conducted thereon by the City.

I, my heirs, or representatives forever release, waive, discharge, and covenant not to sue Tony Ennis or the City of Independence for any injury or death caused by their negligence or other acts.

**I have read the above waiver and release liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.**

\_\_\_\_\_

Signature of Participant

\_\_\_\_\_

Date

**Note:** If participant is not 18 years of age, he/she must have the consent of a parent or guardian who will read, understand and agree to the above terms. The parent or guardian must then sign and assume responsibility for the above terms.

I, \_\_\_\_\_, as parent or legal guardian of the above participant, hereby understand, agree to, and assume responsibility for the above terms.

\_\_\_\_\_

Signature of parent or legal guardian

\_\_\_\_\_

Date