



**ST. CROIX REGIONAL WELLNESS CENTER
WAIVER AND RELEASE OF LIABILITY**

In consideration of my participation in the St. Croix Regional Medical Center Wellness (“Wellness Center”) classes and exercise programs (“Programs”) I agree as follows:

- I acknowledge that the Wellness Center assumes no responsibility for injuries or illness which I may sustain as a result of my physical condition or resulting from my participation in any Programs.
- I acknowledge that the Wellness Center urges me and all members to obtain a physical examination from a physician before engaging in any Programs.
- I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness which may result from my participation in Wellness Center activities.
- I hereby release and discharge the Wellness Center, its officers, owners, agents, servants, and employees from any and all claims for injury, illness, death, loss or damage, including, but not limited to, harm caused negligently but not caused intentionally, which I may suffer as a result of my participation in the programs or presence on the Wellness Center premises.
- I agree that the Wellness Center is not responsible for personal property lost or stolen while I or other members and/or program participants use the Wellness Center facilities or are present on the premises.
- I agree that a determination that any portion of this waiver and release of liability is invalid, illegal or unenforceable shall not affect the remaining portions of this waiver and release of liability.
- I have considered that if this waiver and release of liability was not as broad as it is, the cost for my use of the facility would be considerably higher, and as I do not wish to pay a considerably higher cost, I, therefore, waive the right to bargain for different waiver and release of liability terms. I understand that by signing this waiver and release of liability.

"CANCELLATION AND REFUNDS"

Right to Cancel. You are permitted to cancel this contract until midnight of the 3rd operating day after the date on which you signed the contract. If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3rd operating day after the day on which you received notice of their availability, to cancel the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying the Wellness Center by any writing mailed or delivered to 12375 Lindstrom Lane, Lindstrom, MN, 55045, within the previously described time period. If you do so cancel, any payments made by you, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by the Wellness Center and arrangements will be made to relieve you of any further obligation to pay the same.

I understand that if I am unable to make use of or receive the Facility services contracted for because of my death or disability, I am liable for only amounts paid for use of the Facility prior to my death or disability.



Signature of participant: _____ Date: _____

Printed full name of participant: _____

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

Parent/Guardian signature for participant under 18 years of age: _____

Printed full name of parent/guardian: _____

If Guardian is signing this contract please print guardian status: _____
