



Columbia Police Officers' Association
Fraternal Order of Police, Missouri Lodge 26
1301 Vandiver Drive, Suite 102, Columbia, MO 65202

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Read this document carefully before signing it. It has important legal consequences and it will affect your legal rights. It will eliminate your ability to bring future legal actions.

I, the undersigned, understand that the City of Columbia has made a room available in the Molly Bowden Neighborhood Policing Center for use as a fitness room (the "Fitness Room"); and that the Columbia Police Officers Association has acquired certain exercise, fitness, mobility, strength training, and other equipment (the "Equipment") that it has placed in the Fitness Room for the use of employees of the Columbia Police Department. I desire to use the Fitness Room and Equipment.

I understand and expressly agree that my use of the Fitness Room and Equipment involves the risk of injury including injuries caused by me and injuries caused by others. I understand that these risks can range from minor injuries to major injuries including disabling injuries and death. In consideration of my being permitted to use the Fitness Room and Equipment, I understand and voluntarily accept full responsibility for the risk of injury or loss arising out of or related to my use of the Fitness Room and Equipment.

I understand that it is my responsibility to consult with my personal physician prior to using the Fitness Room and Equipment to ensure that such use will not pose any unusual risks to my health or well-being. I agree to use the Fitness Room and Equipment only as intended and as prescribed by the manufacturer. I understand that I must consult with my personal physician prior to using the Fitness Room and Equipment to ensure that such use will not pose any unusual risks to my health or well-being. I understand that it is my responsibility to inspect the Fitness Room and Equipment before each use. By using the Fitness Room and Equipment, I am acknowledging that I have found it to be safe and acceptable for my use. If, at any time, I believe that an unsafe or unsanitary condition may exist within the Fitness Room, I agree to immediately cease use of the Fitness Room and Equipment and immediately notify CPOA.

In consideration of being permitted to use the Fitness Room and Equipment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify the Columbia Police Officers Association, a Missouri nonprofit corporation, along with its officers, directors, employees, members, agents and independent contractors (collectively "CPOA") from and against: (1) any and all claims made by me arising from injury or loss due to my use of the Fitness Room and Equipment; and (2) any and all claims of co-participants, rescuers, and others arising from my use of the Fitness Room and Equipment. For the purposes of this instrument, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses.

I understand and agree that CPOA will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, disability, death, economic loss or any damage to me, my spouse or domestic partner, guests, unborn child, heirs, or relatives resulting from the negligent conduct or omission of CPOA or anyone acting on behalf of CPOA related to my use of the Fitness Room and Equipment.

Nothing in this instrument shall preclude me from proceeding against any person, firm, corporation, or entity other than CPOA for any claims that I may have against such other person, firm, corporation, or entity. The intent of this paragraph is to allow me to obtain a money judgement against any person or entity other than CPOA.

I acknowledge and agree to all the above terms, conditions, and statements.

Signature

Date

Name: _____

Phone: _____

Address: _____