

**WEST HILLS COLLEGE COALINGA**  
**COMMUNITY AND CONTINUING EDUCATION PROGRAMS**

**WELLNESS CENTER FITNESS PROGRAMS**

*PARTICIPANT AGREEMENT, WAIVER AND RELEASE*

*WAIVER:* In consideration for my son/daughter, \_\_\_\_\_ (**minors name**), who is \_\_\_\_\_ **years of age**; being permitted to participate and use the property, facilities, staff, equipment and services of the West Hills College Coalinga (WHCC) Community and Continuing Education Programs offered in the Wellness Center, I, for my son/daughter, myself, their heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the West Hills Community College District (District), WHCC, its directors, officers, employees, and agents for liability from any and all claims including the negligence or carelessness of the District and WHCC, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, or which may hereafter accrue to my son/daughter named above, as a result of their participation in the community service program activities, classes and sessions offered at the Wellness Center.

*ASSUMPTION OF RISK:* It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks on his/her behalf. I state that said minor is physically able to participate in said activity. It is further agreed that this waiver, release and assumption of risk are to be binding on for my son/daughter, their heirs and assigns.

*INDEMNIFICATION AND HOLD HARMLESS:* I agree to indemnify and to hold the District, WHCC, its officers, employees and agents, free and harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my son/daughter's involvement in this activity and to reimburse them for any such expenses incurred.

*ACKNOWLEDGEMENT OF UNDERSTANDING:* ***I have read this agreement, waiver and release and fully understand its terms, and understand that I am giving up substantial rights, including my son/ daughter's, their heirs and assigns right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.***

*In addition, I agree that my son/daughter shall abide by the rules and regulations of WHCC relating to use of and the participation in the community and continuing education programs offered in the Wellness Center.*

Parent/Guardian Signature: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_  
(Required for any participant under 18 years of age)

Date: \_\_\_\_\_

***MEDICAL RELEASE***

All participants are encouraged to and acknowledge that they should seek a doctor's consent before beginning strenuous exercise. In case of a medical or surgical emergency, I hereby give my permission for any District or West Hills College Coalinga personnel or agent, to call 911 for emergency medical responders to provide for life support, medical treatment, services, transportation, and hospitalization as necessary.

Parent/Guardian Signature: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_  
(Required for any participant under 18 years of age)

Date: \_\_\_\_\_