

IncredibleBank

**WAIVER AND RELEASE OF ALL CLAIMS REGARDING USE OF FITNESS CENTER  
FOR EMPLOYEES AND ACCOMPANYING ADULT GUEST OR MINOR CHILD**

IncredibleBank provides a Fitness Center, which includes exercise equipment, for use by its employees, minor children of employees and adult guests of employees, when accompanied by the employee, at its 327 North 17<sup>th</sup> Avenue, Wausau, Wisconsin location. IncredibleBank permits this use of its Fitness Center ONLY IF the employee, adult guest, or a parent, Guardian, or Temporary Guardian of a minor child, agree to waive and release any claims against IncredibleBank, including negligence, as provided herein. **IF YOU DO NOT AGREE TO WAIVE AND RELEASE CLAIMS AS PROVIDED HEREIN, YOU ARE NOT ALLOWED TO USE THE INCREDIBLE BANK FITNESS CENTER.**

By signing below, I acknowledge and agree that I, or the minor child for whom I am signing, (the "Participants") will be using the Fitness Center and its exercise equipment at my/his/her own risk. In consideration for permitting Participants to utilize the Fitness Center, at no cost, I, on my behalf and on behalf of my heirs and assigns, and/or on behalf of the minor child and his/her heirs and assigns, **FOREVER AND FULLY RELEASE AND DISCHARGE, AND WAIVE ANY CLAIMS AGAINST, INCREDIBLEBANK**, its subsidiaries, affiliates, firms, corporations, employees, officers, and agents, from any and all claims, demands, causes of action, and liabilities of whatever kind or nature, including claims of personal injury or death, whether caused by negligence, faulty equipment, improper maintenance of the equipment or Fitness Center, or other causes or acts known or unknown, and including contracting any illness or disease or incurring any costs related to any illness or disease whether or not related to a pandemic, related to or arising out of the use of the Fitness Center and/or its exercise equipment. I also release the same named parties with regard to any and all claims and causes of action in regard to the loss or damage to any of my personal property while utilizing the Fitness Center.

I understand that for certain time periods that I may wish to utilize the Fitness Center, IncredibleBank may be closed and no other individual may be in the building or a limited number of individuals may be in the building. I assume any risk relating thereto and release the above-named parties with regard to any claims or causes of action related thereto.

I hereby acknowledge that, prior to using the Fitness Center and its equipment, I should consult with my physician in regard to my physical ability to safely use the equipment and any physical limitations with regard to my use of the equipment, and by signing below I accept any risk with regard thereto. While using the Fitness Center, I agree to abide by the attached Fitness Center Rules.



I have read the foregoing and hereby consent and voluntarily agree and enter into this Waiver and Release of All Claims Regarding Use of Fitness Center. This Release of Claims shall remain in effect until revoked by me in writing.

\_\_\_\_\_  
Employee name (print)

\_\_\_\_\_  
Guest name (print)

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Guest signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to Employee

**FOR PARTICIPANTS OF MINORITY AGE, PARENT OR LEGAL GUARDIAN MUST SIGN THE FOLLOWING CERTIFICATION AND AGREEMENT:**

**THIS IS TO CERTIFY THAT I, AS PARENT, GUARDIAN, OR TEMPORARY GUARDIAN, WITH LEGAL RESPONSIBILITY FOR THE PARTICIPANT WHO IS A MINOR CHILD, HAVE REVIEWED THE PRECEDING WAIVER AND RELEASE OF ALL CLAIMS REGARDING USE OF FITNESS CENTER, AND ON BEHALF OF THE MINOR CHILD, HEREBY CONSENT AND VOLUNTARILY AGREE TO THE WAIVER, DISCHARGE AND RELEASE OF LIABILITY OF INCREDIBLEBANK AS SET FORTH, ABOVE.**

NAME OF MINOR PARTICIPANT: \_\_\_\_\_  
(please print)

\_\_\_\_\_  
Signature of Parent  
Or Guardian of Participant

\_\_\_\_\_  
Print Name of Parent or  
Guardian of Participant

\_\_\_\_\_  
Date