

# The Chickasaw Nation Wellness Centers

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY

**THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY (“RELEASE”) APPLIES TO THE FOLLOWING FITNESS CENTERS: ADA WELLNESS, ARDMORE WELLNESS, TISHOMINGO WELLNESS, PURCELL WELLNESS, AND TUSHKAFIT (COLLECTIVELY, THE “WELLNESS CENTERS”)**

I, \_\_\_\_\_ (“Releaser”), in consideration for the Chickasaw Nation granting me access to use the Wellness Centers, agree as follows:

I understand and expressly acknowledge that all physical exercise has inherent dangers, including risk of injury that may be serious or fatal. I fully understand and accept the risks to myself (and to any minor children I bring with me) associated with my presence at the Wellness Centers, participation in exercise activities, and/or the use of equipment, including, but not limited to, the use of free weights, weight machines, cardiovascular machines, other fitness devices, and/or other exercise equipment. I further acknowledge that my presence at the Wellness Centers, use of fitness equipment, and/or participation in exercise activities could result in substantial and serious hazards and risks, including risks of property damage, personal injury and injury to others, and/or death.

I acknowledge and understand that participation in activities at the Wellness Centers may expose myself and others to communicable diseases, including COVID-19, and risk of illness or death, even if I have been vaccinated from said communicable diseases, including COVID-19. I fully assume the risk of illness or death related to communicable diseases, including COVID-19, arising from my decision to enter and participate in activities at the Wellness Centers.

**I, on behalf of myself and any minor children I bring with me, hereby waive, release, hold harmless, forever discharge and covenant not to sue the Chickasaw Nation, the Wellness Centers, their entities, officers, members, managers, employees, agents, assigns, and affiliates (the “Releasees”) from any and all claims, demands and liabilities, whether known, unknown, foreseen or unforeseen, future or contingent, for any and all property damage, personal injury, illness, and/or death arising from or relating to my use of the Wellness Centers. I acknowledge that the Releasees expressly disclaim any and all liability, including that arising from any personal injury, bodily injury, illness, death, and/or property damage, resulting from or connected to my use of the Wellness Centers. I understand this waiver includes waiver of any liability related to COVID-19 or any other illness which might occur as a result my being on the Wellness Center premises. I fully and freely assume all risks associated with the use of**

the Wellness Centers. **I agree to hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees), and including any and all claims of any sort, whether foreseeable or not, and whether for direct, consequential, special, exemplary, or any other damages of any kind whatsoever.**

I understand that the Wellness Centers are subject to the jurisdiction of the Chickasaw Nation, that any action arising out of my presence at the Wellness Centers or this Release must be brought in Chickasaw Nation courts, and that neither state nor federal courts have jurisdiction to hear any claims related to this Release. I acknowledge that, notwithstanding anything else in this Release, as a sovereign Tribal nation, the Chickasaw Nation has sovereign immunity from suit which is expressly retained, without limitation.

It is my sole responsibility to be familiar with the equipment I may use and/or activities I may participate in at the Wellness Centers. I understand and acknowledge that the Wellness Centers may not be monitored or supervised. I agree to use the Wellness Centers and any equipment in a safe, reasonable, and courteous manner and to act in a manner to prevent and reduce the risk of injury to myself and others.

I hereby agree to follow and fully comply with any and all policies and/or rules regarding the use of Wellness Centers, including, but not limited to, all rules and regulations of the Wellness Centers. I hereby agree to follow any rules related to reducing the risk of communicable diseases, including directions to wear a face mask, wash hands, or take other measures to reduce the risk of spreading communicable diseases, including COVID-19. I understand my failure to follow all Wellness Center rules and regulations, as well as the directions of any Wellness Center employees or staff, may result in my immediate dismissal from the Wellness Centers without any right of refund of any fees or any other remedy.

**THIS IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, YOU ARE RELEASING THE CHICKASAW NATION, THE WELLNESS CENTERS, AND ANY OTHER RELATED PARTIES (THE RELEASEEES, AS DEFINED ABOVE) FROM LIABILITY. PLEASE READ THESE PROVISIONS CAREFULLY.**

\_\_\_\_\_  
Signature of Releaser

\_\_\_\_\_  
Date