WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Wor-Wic Community College Fitness Center for Students and Employees

1. In consideration for receiving permission to use the fitness center, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Wor-Wic Community college, their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of the unusual risks involved and hazards connected with using the fitness center. I hereby elect to voluntarily participate with full knowledge that it may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of using the fitness center, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO IDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur while using the fitness center, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. I understand that Wor-Wic Community College does not maintain any insurance policy, covering any circumstance arising from using the fitness center. As such, I am aware that I should review my personal insurance portfolio.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland.

6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am complete consideration fully intending to be bound by same.

PARTICIPANT

_______________________   __________________________________   ___________
Printed Name                                              Signature       Student ID#

If Participant is under the age of 18, Parent/Guardian consents to the minor’s use of the center.

________________________   __________________________________   ___________
Printed Name                                                                                       Signature       Student ID#
I, __________________________, hereby give informed consent to participate in a variety of physical activities with the understanding there exists the possibility that certain detrimental physiological changes may occur during exercise. These changes could include heat related illness, abnormal heartbeats, abnormal blood pressure and in rare instances, a heart attack. If abnormal changes should occur, I understand that I must stop exercising immediately and contact my medical professional.

I have read this form, understand that there are inherent risks associates with any physical activity, and recognize it is my responsibility to insure that I am in satisfactory health and medical condition to participate in the physical activities I will undertake. Furthermore, it is my responsibility to monitor my individual physical performance during any activity and cease exercising immediately if I experience any difficulty.

In the event of a medical problem, I recognize that any medical care that may be required is my personal financial responsibility.

_________________________________________  ___________________________  __________
Printed Name                                                                   Signature         Date

If Participant is under the age of 18, Parent/Guardian consents to the informed consent.

_________________________________________  ___________________________  __________
Printed Name                                                                   Signature         Date