

Fitness Center Staff and Faculty Enrollment Form and Waiver

Name: _____ Date: _____

Address: _____

Birthday: _____ Email: _____

Telephone (work): _____ Telephone (Home): _____

Bryn Athyn College Fitness Center Waiver and Release

Before beginning any fitness programing, it is recommended that participants receive medical clearance form their physician. I understand that I am using the college fitness center at my own risk will not hold the college liable for any injuries or health issues related to my usage of the fitness center.

Initial _____

I understand that no supervision is provided by Bryn Athyn College and that my use of the College's equipment and facilities will be completely and totally at my own risk.

Initial _____

I understand and agree that the College is not responsible for property that is lost, stolen or damaged while in or about the Fitness Center.

Initial _____

I agree to assume the entire responsibility and liability for use of the Fitness Facilities and hereby release and forever discharge, the Academy and its affiliates and such other persons specified by them, as well as their respective insurers, employees, officers, directors, trustees, volunteers, advisors, agents, representatives, associates and their respective successors and assigns (herein individually a "Released

Party” and collectively the “Released Parties”) from and against the following: Any and all claims, actions, rights of action, causes of action, manners of actions, damages, liabilities, losses and expenses (including without limitation, attorneys’ fees, court costs, appellate proceeding costs and the payment of any judgments, punitive and/or compensatory) relating to any and all losses or damages (including, without limitation, illness, bodily and personal injury, including death) arising out of or related to my use of all or any portion of the Facilities or my presence on the Academy’s premises whether or not such losses or damages are attributable in whole or in part to the fault, failure, negligence or other improper conduct of any of the Released Parties.

This release extends and applies to and covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and consequences thereof, occurring at any time after the execution date hereof. In consideration of my access to and use of the Fitness Facility, I voluntarily and expressly waive any right to sue any of the Released Parties, and release the Released Parties from all responsibility and liability for any injuries and/or damages, even if I contend that such injuries and/or damages result, in whole or in part, from the fault, failure, negligence or other improper conduct on the part of the released parties.

Initial _____

I hereby acknowledge that I have fully read, understood and accepted each of the above provisions. I acknowledge that this Waiver and Release includes a release of liability which legally prevents me or any other person from filing suit or making other claims for damages, in the event of death, personal injury or property damage. I understand and agree that this Waiver and Release is binding on me and my heirs, executors, administrators, personal representatives and next-of-kin. My signature denotes my understanding of an agreement with these statements and their implications.

I HAVE READ THIS WAIVER AND RELEASE AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

This Waiver and Release will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Waiver and Release contains and constitutes the entire understanding and agreement between the parties hereto respecting the subject matter and cancels all previous negotiations, agreements, commitments and representations either oral or written with any Released Party with respect to the subject matter hereof.

Print Name: _____

Signed _____

Date _____