

Agreement, Risk Acknowledgement and Waiver of Liability

Liability Waiver:

1. **In consideration for the opportunity to participate in the Intramural Sports programs, as well as the activities and programs offered through the Hollis Center, to include the Fitness and Cardio Room, Aerobics Room, Field House Gym, Pool, Lounge Area, and Outdoor Fitness Classes, and to use the associated equipment, facilities and machinery, I hereby release and hold harmless Stetson University, Inc., its faculty, staff, coaches, officers, trustees, representatives, chaperones, employees, volunteers, and agents from all manner of action and actions, cause and causes of action, suits, claims, or demands of any nature, including personal injuries, damages or property loss resulting from said participation in the above referenced activities.**

(Please initial: _____) _____(Parent/Guardian initials if participant under 18)

Risk Acknowledgement & Assumption:

2. I understand and am aware that strength, flexibility, fitness and aerobic exercise programs, and the use of sports and exercise equipment, as well as sports activities and pool facilities are potentially hazardous activities. Danger peculiar to these activities normally engaged in may include, but are not limited to: broken bones or dislocations, muscle strains/sprains or tears, bruises, lacerations, punctures, concussions, heat stroke/exhaustion, neck/back injuries, heart attack, stroke, drowning or death. I also understand that despite precautions taken by the university, and despite any previous or subsequent training I may have received, that sports and fitness activities involve a risk of injury and/or death, and I/we are voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

(Please Initial: _____) _____(Parent/Guardian initials if participant under 18)

Intramural Sports & General Facilities Use

It is the responsibility and decision of each participant to participate only in those activities for which he/she has the prerequisite skills, qualification, preparation, physical capability & agility, and/or training. Stetson University does not warrant or guarantee in respect the competency or mental or physical condition of any instructor, supervisor, official, leader, volunteer, referee, umpire, or individual participant in any intramural or recreational sports activities. **THE UNIVERSITY ALSO DOES NOT WARRANT OR GUARANTEE IN ANY RESPECT THE PHYSICAL OR WORKING CONDITION OF ANY OF THE EQUIPMENT, FACILITIES AND MACHINERY USED IN CONNECTION WITH INTRAMURAL SPORTS PROGRAMS, OUTDOOR FITNESS CLASSES AND THE ACTIVITIES AND PROGRAMS OFFERED THROUGH THE HOLLIS CENTER, TO INCLUDE THE FITNESS CENTER/CARDIO ROOM, AEROBICS ROOM, FIELD HOUSE GYM, POOL AND LOUNGE AREA, AND EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES SURROUNDING THE PERFORMANCE OR USE OF SUCH EQUIPMENT, FACILITIES AND MACHINERY. THIS DISCLAIMER AND EXCLUSION INCLUDES ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS, FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES.**

(Please Initial: _____) _____(Parent/Guardian initials if participant under 18)

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in intramural sports, or any of the activities and programs of the Hollis Center Fitness and Cardio Room, its various facilities, or use of its equipment and machinery. I hereby acknowledge that it is recommended that I obtain a physician's approval for my/our participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I/we have an annual or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I/we might have recommendations concerning sports and fitness activities and equipment use. I/we hereby understand the importance of having a physical examination and physician's approval prior to participating in any exercise, fitness or sports programs for my own health and safety, and do hereby assume all responsibility for my decision to do so, and my/our participation in said activities, and utilization of equipment or machinery in my activities.

(Please initial: _____) _____(Parent/Guardian initials if participant under 18)

Emergency Medical Care / Medical Costs:

I acknowledge that it is my responsibility to provide medical coverage, and/or provide any payments for medical costs that may arise as a result of injuries related to exercise, sports, and recreational activities. I hereby consent and give my permission that the participant may be treated for emergency medical care and first aid by a medical facility, emergency medical staff and/or university personnel. I hereby release Stetson University, its agents, officers, trustees, staff, instructors, and volunteers from any liability for any such decisions or actions as may be taken by them in connection with any treatment or first aid provided above in connection with the sports, exercise and recreational activities.

(Please initial: _____) _____(Parent/Guardian initials if participant under 18)

Instructions for Use of Equipment: I also acknowledge that I/we have received or have been given the opportunity to receive Hollis Center fitness equipment orientation, and any questions that I/we had regarding said equipment or the above programs were answered to my full satisfaction. **Furthermore; I understand that if I/we have additional questions or any concerns regarding the Hollis Center programs, activities or use of its equipment, that it is my/our responsibility to consult with Hollis Center personnel prior to participating in such a program, or prior to utilizing any equipment.**

I have read and understand the foregoing, and, as necessary, have had the opportunity to have it reviewed by my guardian and/or legal counsel, and hereby agree to be bound by same.

Participant Name: _____ (please print)

Signature: _____ Date: _____

Student's Stetson 800# : _____ Date of Birth: _____

Parent/Guardian Signature if Participant under 18 _____ Date _____

Please circle one: Student Faculty Staff Alumni Dependent Guest

Staff Use Only

Entered to Database _____

(Rev 9/12)