**Concord University Fitness Center Waiver**

 **and Release of Liability June 5th to August 11th**

The following pertains to any use of equipment or physical presence within the area designated by Concord University as Recreational Facility, Gym, Fitness Facility, or Fitness Center hereafter referred to as the “Fitness Center” (herein after “use of the fitness Center”).

You hereby agree on behalf of yourself and your guests (collectively “you”) to follow all written or posted rules and regulations now in effect and to become affective at any future date. You specifically agree to assume risk described herein in your personal use of any exercise equipment (mechanical or otherwise) in the Fitness Center facility including your participation in any activity, class, program, instruction, or Fitness Center sponsored event. You agree that you are: (a) knowledgeable regarding your existing physical limitations, (b) familiar with the equipment you are voluntarily using in the Fitness Center and (c) participating in the aforementioned activities.

By your signature below, you agree to assume all risk of injury, illness, damage, or loss to you, your person or personal property including, without limitation, any loss or theft of any personal property and any damages that result from the negligence of the University (and any of its affiliates, employees, agents, representatives, related committees, successors or assigns). This waiver and release of liability includes, without limitation, injuries which may occur as a result of: (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment or facilities, (c) negligent inspection or maintenance of the facilities, (d) negligent instruction or supervision, including personal training, by persons affiliated with the University, and (e) any slipping or falling within the Fitness Center. You further and specifically agree to assume such risks with respect to the use of the Fitness Center by your guests and any minors of yours and your guests.

By execution of this agreement, you hereby agree to indemnify and hold harmless Concord University (and any of its affiliates, employees, agents, representatives, related committees, successors or assigns) from any loss, liability, damage, or cost the University may incur due to your use of the Fitness Center. You further expressly agree that the forgoing release waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of West Virginia and that if any portion thereof Is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

**By your signature below, you further acknowledge that you have carefully read this waiver and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring legal action or assert a claim against Concord University (and any of its affiliates, employees, agents, representatives, related committees, successors or assigns) for its negligence, or for any defective product on its premises. You have read and voluntarily signed the waiver and release and further agree that no oral representatives, statements, or inducement apart from the forgoing written agreement have been made.**

Upon signing this waiver, you agree to the terms and conditions set forth herein.

(Printed Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signed Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorizing Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Director of Fitness Center