**Concord University Fitness Center Waiver & Release of Liability**

**For Minor (under the age of 18) and Adult**

READ CAREFULLY BEFORE SIGNING

**Instructions:**

**1) Each participant should read the statements below before completing and signing the Waiver & Release Form**

**2) Parents/Guardians should read the statements below before completing and signing this Waiver & Release Form**

**Agreement:** In consideration of my use of the Fitness Center, I acknowledge, agree and understand that:

1. **Readiness to participate:** Voluntarily and of my own free will, I elect to use the Fitness Center. I will only use the Fitness Center for which I believe I am physically and psychologically prepared to use safely.
2. **Medical Consent:** I hereby give my consent to Concord University Fitness Center Staff to provide customary medical/athletic training attention from a non-professional student/qualified university representative or transportation and emergency medical services as warranted through the use of the Fitness Center
3. **Waiver & Release:** I am fully aware of and appreciate the risks associated with participation in, including the risk of catastrophic injury, paralysis, and even death, as well as other types of damages and loss. I further agree on behalf of myself, my heirs, and personal representatives, that Concord University Fitness Center staff, Concord University, the host organization, and sponsors of any Concord University facilities or events, along with the coaches, referees, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for injury, loss of life, or any other loss or damage occurring as a result of my participation in the event(s).

**My signature below is my acknowledgment that I have read and understood every provision of the Waiver & Release of Liability Form, and that I agree to abide by it.**

**In consideration of being allowed to use the Fitness Center, the undersigned acknowledges, appreciates, and agrees that:**

1. The risk of injury from activities involved in this facility is present, including the potential for permanent injury and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknow, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or other, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for my participation. If, however, I observe any unusual significant hazard during my presence or any threat to my health and safety, I will remove myself from participation and bring such to the attention of the nearest staff member immediately, and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Concord University Fitness Center staff, Concord University, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessor of premises used to conduct the even, WITH RESPECT TO ANY AND ALL INJURY, DISABLILITY, DEATH or loss or damage to person or property, WETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Continued on back)

**For participants of minor age (under 18 at the time of registration)**

**This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation and use of the Fitness Center as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.**

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(Parent/Guardian Signature)

Emergency Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LEAVE NOTHING BLANK**

**Print participant’s name:** ­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Participant’s signature: ­­­­­­­­­­­­­­­­­­­­­­­** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date: ­­­­­­**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance statement: I understand that participation in the Fitness Center may result in injuries requiring medical attention. I understand that the cost of potential medical procedures is expensive, and that all costs will be covered by my insurance carrier or out of my own pocket.

­­\_\_\_\_ I do carry insurance that covers all types of medical expenses pertaining to injuries that may occur while in the Fitness Center

\_\_\_\_ I do not carry medical insurance, and personally assume all costs of potential injuries and the medical treatment(s) required. I have made myself aware of the risks involved with use of the Concord University Fitness Center and understand that potentially serious nature of all injuries associated with participation in the Concord University Fitness Center and do not expect payment for medical procedures to be incurred by anyone other than myself.

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(Signature of Parent/Guardian)

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(Signature of Participant)

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(Authorizing Signature)