

UNION SPRINGS

CENTRAL SCHOOL DISTRICT

FITNESS CENTER

WAIVER AND RELEASE OF LIABILITY

I wish to utilize the Union Springs Central School District fitness center (the "Fitness Center") for my own, self-directed, workouts. I am aware and understand that competing in or practicing in any athletic activity can be dangerous and involve risk of injury. I understand that the dangers and risks of competing in or practicing athletic activities include, but are not limited to, neck and spinal injuries, which may result in partial or complete paralysis; brain damage; injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular-skeletal system; injury or impairment to present or future abilities to earn a living, to engage in business, social, and recreational activities, and generally, to enjoy life. Participation in athletic activity also carries with it risk of death. I recognize the importance of following instructions regarding the use of equipment at the Fitness Center and other rules that may be given and agree to obey any such rules.

I hereby represent that I have no physical, medical or other condition that would prevent my safe participation in activities at the Fitness Center. I hereby assume all of the risks, known and unknown, while participating in any athletic event, or any risk inherent in the use of the Fitness Center. In consideration of my permission to use, or my use of, the Fitness Center, to the fullest extent of the law, I hereby release and discharge the Union Springs Central School District, its employees, agents, servants, volunteers, board members, representatives, successors, and assigns, from any and all claims, liability, damages, and/or actions arising out of or related to my use of the Fitness Center. This waiver and release of liability includes, without limitation, personal injuries and/or death which may occur as the result of: 1) my use of any exercise equipment or facilities; 2) any improper maintenance of any exercise equipment or facilities; 3) any and all negligence including, without limitation, negligent instruction or supervision; 4) slipping and falling while in the exercise facility or on the premises; 5) use of the equipment.

I represent that I maintain my own insurance policies to cover any personal injuries to me or which I may cause to others while at the Fitness Center. I agree to deal directly with my own

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insurance carrier on any claim. If any injury is caused by any defect or faulty design of equipment, I agree to direct any claim against the manufacturer, seller and/or provider of the equipment, and to the fullest extent permitted by law, hold the Union Springs Central School District, its employees, agents, servants, volunteers, board members, representatives, successors, and assigns, harmless, and I further agree to subrogate my rights to the Union Springs Central School District.

I hereby consent to emergency transportation and treatment in the event of illness or injury. I hereby accept responsibility for the payment of any emergency transportation or treatment.

I understand that the Union Springs Central School District, or its appointed representative(s), in its sole discretion, may terminate my use of the Fitness Center at any point in time.

The representatives, waivers, and releases made by me in this document shall bind me and my heirs, distributees, fiduciaries, executors, administrators, successors, and assigns, forever.

By signing below, the Applicant and/or his/her Legal Guardian (if applicable) agrees to the foregoing.

I have carefully read this Waiver and Release of Liability. I understand the contents of this Waiver and Release of Liability, and I agree to abide by this Waiver and Release of Liability.

Name of Applicant

Signature of Applicant Date

Name of Legal Guardian

Signature of Legal Guardian Date