



Monroe County Community College Fitness Center Assumption of Risk, Waiver, and Release from Liability FOR PARENT/GUARDIANS OF PARTICIPANTS UNDER AGE 18

In consideration for being allowed access to the services and Fitness Center ("Center") provided by Monroe County Community College ("College") for the purposes of athletics, physical fitness, sports, exercise, training, and recreational activities, etc. ("Activities"), I agree to the Assumption of Risk, Waiver, and Release from Liability form ("Release") as follows:

RISK FACTORS. Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Center has facilities for and provides for activities such as weightlifting, running, aerobic activities, classes, and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to catastrophic injuries including paralysis and death. In addition, I understand that participation in Center Activities involves risks incidental thereto, including, but not limited to the possible reckless conduct of other participants; exposure to communicable and infectious diseases, including, for example, HIV, hepatitis, and COVID-19, which can lead to illness or death; and risk of theft, loss, or damage to my personal property, which may occur at any time arising out of my participation in this activity.

ASSUMPTION OF THE RISK. My choice to use the Center and participate in Activities is voluntarily, for my own personal benefit, and with knowledge for the risks and dangers. I expressly and voluntarily consent and agree to assume all risks of participation in the Activities and accept full responsibility for all damages or injury that may arise out of or result from my participation in the Activities.

WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE: I, on behalf of myself, my heirs, executors, agents, administrators, assigns and all other persons claiming through me, voluntarily agree to and hereby knowingly, fully and completely waive and release the College, its elected and appointed officials, officers, directors, employees, students, affiliates, subsidiaries, agents or volunteers from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my participation in the Activities. This waiver and release includes, but shall not be limited to, waiver of the right to initiate, proceed with, or participate in any state or federal lawsuit, any administrative complaints, statutory or common law claims, or civil rights charges, that may arise against the College, its officers, directors, employees, parents, affiliates, subsidiaries, or agents out of or in connection with my participation.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to defend, protect, indemnify, and hold harmless the College, its officers, directors, employees, parents, affiliates, subsidiaries, or agents from all claims, demands, causes of action, including attorneys' fees, that might hereafter be asserted, arising out of, or in any way connected with, my participation.

INSURANCE. I understand the College does not carry participant insurance, and that I will be solely responsible for any medical, health or personal injury costs relating to my participation in the Fitness Center and/or Activities.

SEVERABILITY. This Release represents the complete understanding between the parties regarding these issues addressed herein and no oral representations, statements, or inducements have been made apart from this Release with respect to the issues herein. If any provision of this Release is held to be unlawful, void, voidable, or for any reason unenforceable, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions.

I have received a copy of the Assumption of Risk, Waiver, and Release from Liability form and agree to abide by all the Fitness Center policies, protocols, guidelines, and other safety procedures. Failure to do so may result in a suspension of my privilege to use the Center, its facilities and equipment. This Release is valid for one (1) year from date of signing and a new Release must be signed when using the Fitness Center for the first time after the expiration date.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this Assumption of Risk, Waiver, and Release from Liability form and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature: _____ Date: _____

Print Name: _____ Student/Employee ID #: _____

New Fitness Center Member

Renewal of Liability Form

This individual has been provided an orientation on the proper use/care of the Fitness Center equipment on _____

Fitness Center Staff Signature: _____ Date: _____

Please also complete second page of this document

FOR PARENT/GUARDIANS OF PARTICIPANTS UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for _____, do consent and agree to all of the provisions of the Monroe County Community College Assumption of Risk, Waiver, and Release from Liability form, and for myself, my heirs, assigns, and next of kin, I release and agree to defend, indemnify and hold harmless Monroe County Community College, its elected and appointed officials, officers, employees, students, affiliates, subsidiaries, agents or volunteers from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my minor child's use of the Fitness Center and participation in the Activities. This Release includes, but shall not be limited to, waiver of the right to initiate, proceed with, or participate in any state or federal lawsuit, any administrative complaints, statutory or common law claims, or civil rights charges, that may arise against the College, its officers, directors, employees, parents, affiliates, subsidiaries, or agents out of or in connection with my minor's use of the Fitness Center and participation in the Activities.

By my signature, I signify that I have read and understand the Assumption of Risk, Waiver, and Release from Liability form and agree to its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

PARENT/GUARDIAN (print)

DATE

MINOR STUDENT ID #

PARENT/GUARDIAN SIGNATURE

EMERGENCY PHONE NUMBER

Please keep a copy for your records
