

SCHOOLS OF THE SACRED HEART - SF FITNESS CENTER
USE, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT
(FACULTY AND STAFF)

NAME: _____ DATE: _____

POSITION: _____

GENERAL HEALTH STATEMENT:

I declare and certify that I am in good health and that I do not suffer from any condition, impairment, disease, infirmity, or illness that would prevent my safe use of the Fitness Center and the equipment provided in the Fitness Center.

Initial one:

_____ I have chosen to undergo a medical examination by a physician who has advised me that I have no condition that would prevent me from safely using the Fitness Center facilities and equipment.

_____ I have made my own determination that I am healthy and able to work out in and otherwise use the Fitness Center and have decided not to undergo a medical examination by a physician.

AS A CONDITION OF BEING GRANTED THE PRIVILEGE OF USING THE FITNESS CENTER FACILITY AND EQUIPMENT, I UNDERSTAND AND AGREE TO THE FOLLOWING:

1. I am knowledgeable about use of the Fitness Center and the equipment that is available in the Fitness Center, and I will not use any equipment that may be in the Fitness Center if I am not knowledgeable about how to use such equipment.
2. I will follow the rules and procedures that are in effect at the Fitness Center, including those related to hours/times of permitted use for faculty and staff. I understand that these rules and regulations may be changed from time to time, and I understand that it is my responsibility to keep myself informed about the rules and regulations for and hours of operation of the Fitness Center.
3. I understand and am aware that strength, flexibility, endurance, and various other activities, exercises, and routines that may be carried out in the Fitness Center and on equipment in the Fitness Center are potentially hazardous and involve risks that include but are not limited to sprains, fatigue, pulled muscles, ruptures, heart attack, heat exhaustion, fractures, and even death, and that these are risks that are inherent in the use of the Fitness Center and the equipment in the Fitness Center. I agree to assume all such risks. I also understand that in using the Fitness Center there is risk of injury to me or my property caused by the actions of others who are using or are otherwise present in the Fitness Center. I agree to assume all such risks.

4. I agree that I will not bring any person to use the Fitness Center who is not a member of SCHOOLS OF THE SACRED HEART - SF's faculty or staff and who has not signed a Fitness Center Use/Waiver form.
5. I understand and agree that I will be using the Fitness Center for my own benefit, that no representations about the nature or condition of the facilities and equipment at the Fitness Center have been made to me by anyone on behalf of SCHOOLS OF THE SACRED HEART - SF, that my use of the Fitness Center is completely voluntary, and that my use of the Fitness Center does not arise out of or occur in the course of my employment by SCHOOLS OF THE SACRED HEART - SF.

SIGNED: _____ DATE: _____

.....

**WAIVER, INDEMNIFICATION, AND
HOLD HARMLESS AGREEMENT**

REVIEW CAREFULLY, AS THIS IS A WAIVER PROVISION WHICH SHOULD ONLY BE KNOWINGLY AND VOLUNTARILY SIGNED:

I, _____, agree to waive any claims against SCHOOLS OF THE SACRED HEART - SF and its past, present, or future trustees, employees, volunteers, and agents (collectively, "SCHOOLS OF THE SACRED HEART - SF") and to hold SCHOOLS OF THE SACRED HEART - SF harmless from any and all claims arising out of my use of the Fitness Center. I further agree to indemnify SCHOOLS OF THE SACRED HEART - SF from and against any and all claims for injuries to me or to persons or property alleged to have been caused in any way by my actions. I am signing this paragraph knowingly and voluntarily, with understanding of its meaning and implications.

SIGNED: _____ DATE: _____

PRINTED NAME: _____

Please make a copy of this form for yourself and return a signed copy to The Business Office.