



NOTICE AND RELEASE

The Academy of Notre Dame de Namur offers the use of the Academy's exercise room and fitness equipment to students, faculty and staff of the Academy in an effort to support health and fitness. However, an inherent risk of accident and/or serious injury exists related to the participation in fitness activities and the use of fitness equipment. The Academy expects that the exercise room and the Academy's fitness equipment will be used safely and properly in an effort to reduce any risk of accident or injury. Additionally, as the health and abilities of persons who may seek to use the exercise room and fitness equipment varies, the Academy cannot and does not represent that it is safe from a health and/or abilities standpoint for any particular individual to use the exercise room and/or the fitness equipment. The decision regarding the use of the exercise room and/or fitness equipment must be made, after careful consideration, by the participating individual, his/her physician and, if a student, by her parents/guardians.

In consideration of my use of the exercise room and fitness equipment offered by the Academy, I expressly agree, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Academy and its insurers, employees, officers, directors, and agents, shall not be liable for any damages of any kind arising from personal injuries, including death, sustained by me in the exercise room, and/or as a result of the use of the fitness equipment and/or exercise room, regardless of whether such injuries resulted, whole or in part, from the negligence of the Academy. By signing this agreement, I accept and assume full responsibility for any and all injuries, damages and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the Academy, its insurers, employees, officers, directors, and agents, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether know or unknown, anticipated, or unanticipated, resulting from or arising from the use of the exercise room and/of the fitness equipment.

I agree to be responsible for my safety and well being in the use of the exercise room and/or fitness equipment. I agree to fully comply with all rules imposed by the Academy regarding the use of the exercise room and fitness equipment. I agree to conduct myself in a controlled and reasonable manner at all times and I will refrain from using any fitness equipment in a manner inconsistent with its intended design, purpose and/or use. I understand and acknowledge that the use of exercise room and/or fitness equipment involves a risk of accident and/or serious injury, including disability and death. I also understand and agree that the Academy is not responsible for property that is lost, stolen, or damaged while in, on, or about the exercise room. I (if a faculty or staff member) understand and agree that my use of the exercise room and fitness equipment is only to be undertaken on my own personal time and I acknowledge that my use of the exercise room and/or fitness equipment is not within the course or scope of my employment with the Academy.

I certify that I have read and understand the contents of this Notice and Release and that it is my intention, by signing this document, that I, along with my heirs, administrators, executors, successors and assigns, are bound by this Notice and Release.

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Employee Signature: _____ Date: _____