

**Pomfret School**  
**Fitness Center & Squash Courts**  
**Waiver and Release of Liability**  
**AND WAIVER OF JURY TRIAL**

I, \_\_\_\_\_, release Pomfret School and its Trustees, officers, employees, and agents from any and all liability or responsibility for all risks associated with the use of the Fitness Center and/or Squash Courts, even if due to the negligence of Pomfret School, its Trustees, officers, employees, and/or agents.

I am giving up any right to sue Pomfret School, its Trustees, officers, employees, and/or agents, even for injuries or death that result from their **negligence**.

I understand that exercising and utilizing fitness equipment carries with it an inherent risk of injury and/or death. Injuries and/or conditions that can lead to injury and/or death include, but are not limited to, cardiovascular emergencies, paralyzations, muscle strains, pulls, tears, sprains, broken bones, dislocations, tendinitis, loss of balance and/or consciousness, falls, slips, tripping over equipment, becoming entangled in equipment, having heavy equipment, such as free weights, fall on me or impact me suddenly with force, traumatic brain injuries, overexertion, equipment malfunction, and many other conditions that may cause injury or death.

I understand that injuries may be very serious and life threatening and may affect any part of my body including, but not limited to, my head, brain, neck, spinal cord, back, shoulders, arms, wrists, legs, knees, eyes, teeth, etc., and any muscle, tendon, joint, bone, etc. in any part of my body.

I will only use fitness equipment in the Fitness Center that I have experience using and that I know how to operate safely.

I am familiar with exercise safety precautions and will only operate equipment and exercise safely, as intended, and according to any instructions on the equipment.

My participation in any activities is purely voluntary. I am participating in the Fitness Center and/or Squash Court activities at my own risk.

I have consulted with my doctor before participating in any of these activities and my doctor has cleared me to exercise in the manner in which I will exercise, and I will not exceed the scope of the clearance that I have obtained from my doctor, or beyond my abilities.

I understand and agree that I am at all times responsible for my own safety and making my own decisions about how I exercise.

I understand that neither Pomfret School nor any of its Trustees, officers, employees, or agents are providing advice or instruction to me and are not supervising me and that I do not need any instruction or supervision to exercise or operate the equipment I will use. I further understand that Pomfret School is not providing medical personnel and that there will not be medical or emergency personnel present at the Fitness Center and/or Squash Courts.

I understand that neither Pomfret School nor any of its Trustees, officers, employees, or agents will provide any equipment, clothing, or anything else that I may need or want to exercise. I understand and agree to wear proper clothing and footwear.

I understand what safety equipment is required for the exercise that I will be undertaking and how to properly use that safety equipment. I agree to provide and properly use all safety equipment that is needed for the exercise that I will be undertaking.

I understand that neither Pomfret School nor any of its Trustees, officers, employees, or agents are authorized to perform maintenance, repairs, inspections, etc. on equipment and that maintenance, repairs, inspections, etc. may not be performed and, if performed, are performed by third parties that neither Pomfret School nor any of its Trustees, officers, employees, or agents have control over.

I will only use the Squash Courts if I am experienced at playing squash and understand safety rules and precautions and if a physician or medical professional has cleared me to engage in the physical activity consistent with what is required to play squash. I understand that neither Pomfret School nor any of its Trustees, officers, employees, or agents will provide any instruction or supervision regarding squash. If I use the Squash Courts, I will provide all of my own equipment, including safety goggles, and will wear my safety goggles at all times on the Squash Courts.

I acknowledge that I have no right to use the Fitness Center and/or Squash Courts, which are not open to the public, and that Pomfret School is allowing me to utilize the Fitness Center and/or Squash Court based on the representations and agreements in this document. I acknowledge that there are public gyms in the area that I could use.

**I am releasing Pomfret School and its Trustees, officers, employees, and agents from all liability, including liability related to the negligence of Pomfret School and/or its Trustees, officers, employees, and/or agents.**

**I AM WAIVING ANY RIGHT TO A JURY TRIAL.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**First Name** \_\_\_\_\_

**Last Name** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

\_\_\_\_\_

**Email Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Business Office Use Only**

**Start Date:** \_\_\_\_\_

- paid in full
- monthly payment plan
  
- Fitness Center
- Squash
- Fitness Center/Squash