* Required

THE PUBLIC SCHOOL OF GERMANTOWN (THE "SCHOOL")

GERMANTOWN ACADEMY
340 MORRIS ROAD
FORT WASHINGTON, PA 19034-0287

In consideration of my use of the exercise equipment and facilities (collectively, the "Equipment") provided at Germantown Academy's Health and Wellness Center ("Health and Wellness Center"), I, the undersigned Participant, expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the School and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, on, or about the Health and Wellness Center or the Germantown Academy campus, or as a result of the use of the Equipment, regardless of whether such injuries result, in whole or in part, from the negligence of the School.

By the execution of this Waiver and Release, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the School, its insurers, employees, officers, directors, and associates, from any and all claims, costs (including attorney fees), demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated,

I expressly agree to indemnify and hold the School harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me resulting from or arising out the use of the Health and Wellness Center or entry upon the Germantown Academy campus.

I agree to be solely responsible for my safety and wellbeing. I understand that the School is not obligated to provide supervision, instruction, or assistance for the use of the Health and Wellness Center.

I understand that the School makes no representation as to the condition of the Equipment, and I am using the Equipment "as is" of my own choice and at my own risk. Accordingly, I assume all risks, injury, medical condition, emergency or illness to me that may occur during participation in any activities or use of the Health and Wellness Center.

I understand that the School is not requiring, requesting or suggesting that I use the Health and Wellness Center and that it is being made available for voluntary, leisure time use.

I acknowledge that I am physically fit and mentally capable of performing the physical activity or physical activities I choose to participate in at the Health and Wellness Center.

I agree to comply with all rules imposed by the School regarding the use of the Wellness Center and agree to conduct myself in a controlled and reasonable manner at all times and to refrain from using the Equipment in a manner inconsistent with its intended design and purpose. I understand that it is my obligation to use the Health and Wellness Center in a safe and responsible manner and to keep the same clean and orderly. I further understand that my right to use the Health and Wellness Center may be revoked or modified by the School at any time.

I understand and acknowledge that the use of Health and Wellness Center, including the Equipment, involves risk of serious injury, including permanent disability and death.

I understand and agree that the School is not responsible for my property that is lost, stolen, or damaged while in, on, or about the Germantown Academy campus while I am using the Health and Wellness Center.

In case of emergency, contact: *

Phone Number *

I HAVE READ THE FOREGOING WAIVER AND RELEASE AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS.

Signature *

First Name

Last Name

Date *

Must contain a date in M/D/YYYY format

GA affiliation *

(Parent/Guardian's signature required if Participant is under 18 years of age)

I represent that I have legal capacity and authorize to act on behalf of the minor named herein.

Signature of Parent/Guardian

First Name

Last Name

Date

Must contain a date in M/D/YYYY format