



Mount Saint Mary's University

LOS ANGELES

Fitness Center

Guest Release and Waiver of Liability Form

HEALTH STATEMENT: In requesting permission to access or use the equipment of the MSMU Fitness Center facility, I affirm that my general health is good and that I am not adversely affected by the exercise I will undertake. I further affirm that I am able to perform exercise of a vigorous nature. I am not currently under the care of a physician who should be advised of my desire to participate in this physical activity. If I am under the care of a physician, I affirmatively state that I have received his/her permission to participate in vigorous exercise at the MSMU Fitness Center.

AGREEMENT TO FOLLOW RULES AND POLICIES: I understand that the MSMU Fitness Center facility provides both directed and self-directed programs and that I may not be provided with any fitness instruction. I agree to follow all rules and policies of the MSMU Fitness Center facility and to abide by any reasonable requests concerning use of the facility directed to me by the staff of MSMU. I agree to operate and use the equipment only in the manner in which it was designed and intended to be used, following all written and verbal instructions provided by MSMU Fitness Center staff. I understand that my failure to abide by and to follow instructions or requests may result in the termination of my privileges of using the facility. I further understand that MSMU has the right to terminate or alter my privileges at the facilities at its complete and unilateral discretion.

RELEASE AND WAIVER: In consideration of my access to the MSMU Fitness Center facility I hereby accept all risks to my health and of my injury or death that may result from such participation and I hereby release Mount Saint Mary's University, its governing board, officers, employees and representatives from any liability to me, my personal representatives, estate, heirs, next of kin and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my use of the facilities, whether caused by negligence of the University, its governing board, officers, employees, or representatives or otherwise. I agree to release and hold harmless Mount Saint Mary's University and its employees from any and all liability whatsoever which may result from my use of the facility or equipment. This statement shall serve as a release and hold harmless of MSMU and its employees by my heirs, executors, administrators, if any and me.

I have carefully read this agreement and understand it to be a release and waiver of all claims and causes of action for my injury or death or damage to my property that occurs while using the MSMU Fitness facility and it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

Group Name: _____

Name (please print): _____

Signature: _____ Date: _____

Parent Signature (if under 18): _____ Date: _____

Emergency Contact (please print name): _____ Phone: _____

MSMU Staff Name (print): _____ Date: _____