

**Ross Fitness Center
Employee Participation Waiver**



In consideration of use of and participation in programs, events and activities in, or sponsored by the Ross Fitness Center (hereinafter, "Center") located on the campus of Meharry Medical College, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the use of equipment or participation in physical exercise, training, classes and activities at the Center or sponsored by the Center is significant, including the potential for permanent disability and death, and while particular rules and safety equipment may reduce this risk, the risk of serious injury to me does exist; and,

_____ (initial)

2. I, as an employee of Meharry Medical College knowingly and freely assume all such risks, both known and unknown, even if arising from malfunctioning equipment, unforeseen conditions of the Center, my own negligence or the negligence of others, including employees of Meharry Medical College, the Center, and its agents, and assume full responsibility for my use of the Center or participation in activities at or sponsored by the Center; and,

_____ (initial)

3. If I engage in a physical exercise or activity, or use any Center amenity on the premises or off premises, including any sponsored Center event, I do so entirely at my own risk. Any recommendation for changes in diet, including the use of food supplements, weight reduction and/or body building enhancement products, are entirely my responsibility, and I understand that I should consult a physician prior to undergoing any dietary or food supplement changes. I agree that I am voluntarily participating in these activities and use of the Center and assume all risk of injury, illness, or death.

_____ (initial)

4. I understand that Meharry Medical College is not responsible for any loss of or damage to my personal property.

_____ (initial)

5. I fully understand the inherent dangers and risks to which I will be exposed during my use of the Center, by signing this waiver I hereby expressly waive all claims by myself or my heirs, assigns, personal representatives or next of kin against Meharry Medical College and release and discharge Meharry Medical College from any and all liability. This release is understood to release Meharry Medical College not only from the acts or omissions of individuals, but also for the physical conditions of the aforesaid premises and the equipment used there-into the fullest extent allowable by law. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

_____ (initial)

6. By signing this release, I understand that I am using the Center for my own benefit; that no representations about the nature or condition of the facilities has been made by a trustee, officer, employee or agent of Meharry Medical College or the Ross Recreational and Fitness Center.

_____ (initial)

7. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby indemnify and hold harmless Meharry Medical College, its employees, agents and affiliates from any and all liabilities including attorneys' fees and costs, incident to my use of the Center to the fullest extent of the law.

_____ (initial)

8. I fully understand that the Ross Fitness Center has been specifically designated for students and employees only; I understand that "no" guests are allowed within the confines of the center at any time.

_____ (initial)

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.

PARTICIPANT SIGNATURE

PARTICIPANT'S NAME (PRINTED)

PARTICIPANT'S M NUMBER
