

IMPORTANT READ CAREFULLY

PLEASE NOTE: by signing below, the patron agrees to and accepts responsibility for:

- Abiding by all rules, regulations and policies that govern the recreational facilities.
- Providing required signature on the below WAVIER/ASSUMPTION OF RISK and PHYSICAL INJURY document.
- Providing Recreation staff the appropriate ID when requested.
- Becoming personally aware of the services that are available to a patron with this membership status, prior to entering into this agreement.

SIGNATURE _____ DATE _____

IMPORTANT INFORMATION

Physical Injury Waiver

Intending to be legally bound, I hereby represent that I am in strong physical and mental health, and I am not aware of any physical or mental conditions or any other reasons which would prevent me from engaging in any of the activities conducted by Campus Recreation. These activities may include, but are not limited to, participation in aerobics, fitness conditioning, jogging, intramurals, swimming and racquetball. The only restrictions are as follows:

I understand that there are certain risks and hazards associated with using the fitness facilities. I agree that any injuries sustained while using the facilities are my SOLE RESPONSIBILITY.

SIGNATURE _____

READ CAREFULLY – IT PERTAINS TO YOUR LEGAL RIGHTS

RISK MANAGEMENT AND INSURANCE WAIVER AND ASSUMPTION OF RISK

In return for being permitted to participate in recreational activities, a voluntary activity undertaken by Temple University Campus Recreation (“the Program”); and understanding that there are certain risks both in connection with such activity, and intending to be legally bound hereby, **THE UNDERSIGNED**, as well as his/her heirs, assigns and legal representatives, hereby expressly agrees to:

1. **RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE**, Temple University – of the Commonwealth System of Higher Education and all its successors, assigns, affiliates, officers, directors, employees and agents (“Temple”) from all manner of actions and causes of action, suits, debts, accounts, judgments, claims and demands whatsoever in law or equity, and attorney’s fees, including all claims arising out of any incidents involving personal injury in any way by reason of participation in the program.
2. **ASSUME ANY AND ALL RISKS** involving in or arising from his/her participation in the voluntary activity, named above, including, without limitation, the risks of death, bodily injury or property damage, the unavailability of emergency medical care or negligent or deliberate act of another person.
3. **INDEMNIFY, DEFEND AND HOLD TEMPLE UNIVERSITY** of the Commonwealth System of Higher Education and its officers and employees and agents harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney’s fees, whatsoever from his/her participation in the program. Participants should have current insurance protection through personal or family means to cover the expense of an unforeseen accident or injury. The Administration of Campus Recreation strongly recommends that all voluntary participants have such coverage.

THE UNDERSIGNED expressly acknowledges that he/she has read and understands this WAIVER and that by signing it he/she surrenders valuable rights, which is done freely and voluntarily.

PRINT NAME _____ SIGNATURE _____ PHONE _____