

## STATEMENT OF PERSONAL RESPONSIBILITY & RELEASE

1. I \_\_\_\_\_, (print name) wish to participate in a wellness activity offered by \_\_\_\_\_ (insert office/department/school name), which may include certain physical activities such as stretching, cardio and strengthening exercises which may incorporate the use of cardio equipment, free weights and other fitness equipment, (collectively the "Activity"), to be used on the campus of Washington University (the "University"). I understand that I am not required to participate in this Activity, but am voluntarily doing so, despite the potential dangers and risks (as described in more detail below) and despite this Release.

2. I understand that participation in the Activity is physically demanding and will be unsupervised. Further, University will provide no training or information on the use of any provided fitness equipment. I understand that there are serious risks of injury, even death, which may be caused by my physical condition, accidents and other factors that result from exercise and participating in this Activity. I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the Activity, during the Activity, or while I am on the various premises of the Activity while it takes place. I am aware of and assume all risks associated with participating in this Activity, including but not limited to stretching, falls, improper use of equipment, contact with other participants, and my own physical condition. I understand that participating in this Activity is potentially hazardous, and that I should not participate in the Activity unless I am medically able and understand how to safely use the equipment. I attest that I am physically fit for this Activity, for which I am voluntarily entering at my own risk. My physical condition has been verified by a licensed medical doctor. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the below parties, or otherwise. I also understand that any damage to personal property is not the fault of any of the below listed parties. I further understand that the University, including the individuals acting on its behalf, cannot and does not assume responsibility for such Activity or personal injuries or property damage arising therefrom even if such injury or damage is a result of the negligence of the University or other parties released.

3. If an instructor leads one or more Activities in which I participate, I understand that the Activity instructors are not acting in their capacity as a Washington University employee, nor are they considered an independent contractor or agent of the University in their role of the Activity.

4. I understand that my participation in the Activity is outside the course and scope of my employment and/or education, and any potential injuries I sustain will not be covered by the University's Worker's Compensation or General Liability insurance.

5. Knowing the dangers, hazards and risks of the Activity, and in consideration of being permitted to participate in it, on behalf of myself, my family, heirs, and personal representative(s), I agree to assume all the risks and responsibilities surrounding my participation in the Activity and, in advance, release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, students, and volunteers (collectively, the "Releasees") from and against any and all liability for any harm, damage, claim, demand, action, cause of action, cost or expense of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage or injury, including but not limited to physical injury, suffering or death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees with regard to the Activity. This waiver does not pertain to incidents involving gross negligence or willful

misconduct by the University and/or its agents. It is my express intent that this Release shall be deemed a release, waiver, discharge and covenant not to sue the Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family arising out of my participation in the Activity.

6. I am aware of my own personal medical needs and state that there are no health-related reasons or problems that preclude or restrict my ability to participate safely in the Activity. I assume all risk and responsibility for my medical needs, and understand and agree that if I must be hospitalized or otherwise receive medical care; the University cannot and does not assume legal responsibility for payment of such costs. I hereby grant permission to the Releasees to authorize emergency medical treatment for me, and understand and agree that neither the University nor any of the other Releasees assume any responsibility for any injury or damage that may arise out of or in connection with such authorization.

7. I warrant that I am at least eighteen (18) years of age and fully competent to sign this Release; that I understand the terms contained herein are contractual and not a mere recital; that I have read this Release with full knowledge of its significance; and that I have signed this Release as my own free act.

8. I agree that this Release shall be construed in accordance with the laws of the State of Missouri. If any term or provision of this Release shall be held unenforceable, illegal, or in conflict with any governing law, the validity of the remaining portions shall not otherwise be affected.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ IT AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**

ACCEPTED AND AGREED:

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(Signature) (Date)

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(Printed Name)