The Kermit Rudolf Fitness Center Implied Risk and Liability

Thank you for choosing to use the facilities, services, or programs of the Kermit M. Rudolf Fitness Center (RFC). We request your understanding and cooperation in maintaining both you're and our safety and health by reading the following informed consent agreement.

I intend to use some or all of the activities, facilities, programs, and services offered by the RFC and I understand that each person, (myself included), has a different capacity for participation in such activities, facilities, programs and services. I am aware that all activities, services, and programs offered are educational, recreational, or self-directed in nature. I assume full responsibility, during and after my participation, for my choices to use or apply, at my own risk, any portion of the information or instruction I receive.

I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity, service, and program of the RFC brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care, and skill that I possess and use.

I further understand that the activities, programs, and services offered by the RFC are sometimes conducted by personnel who may not be licensed, certified, or registered instructors or professionals. I accept the fact that the skills and competencies of some employees and / or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified, or registered and herein employed to provide such professional services.

I recognize that by participating in the activities, programs, and services offered by the RFC, I may experience potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps, and nausea and that I assume willfully those risks. I acknowledge my obligation to immediately inform the nearest supervising employee of any pain, discomfort, fatigue, or any other symptoms that I may suffer during and immediately after my participation. I understand that I may stop or delay my participation in any activity or procedure if I so desire and that I may also be requested to stop and rest by a supervising employee who observes any symptoms of distress or abnormal response.

I understand that I may ask any questions or request further explanation or information about the activities, facilities, programs, and services offered by the RFC at any time before, during, or after my participation.

**Rules and Regulations:** A copy of the RFC rules and regulations are available at the reception desk. Understand that violation of the RFC rules may cause your membership to be immediately terminated at the discretion of the RFC. In the event of termination of your membership by the Fitness Center due to rule violations your payment shall not be refunded. The RFC reserves the right to make additional rules and regulations and to amend or modify them.

**Liability Waiver:** It is expressly agreed that all users of the fitness facilities shall be used by you at your own risk. The RFC shall not be liable for any injuries or damage to you or your guest, or to your property or of any guest, or be subject to claim, demand, injury, or damages whatever, including without any limitations, those damages resulting from acts of active or passive negligence on the part of the Fitness Center, its officers, or employees. It is especially agreed that we shall not be responsible or liable for loss or damage to any other property of you or of your guests, including automobiles and contents. You agree that you are responsible for any damages caused by you to the facilities and equipment, and for any personal injury or property damage caused by you to any other member, guest or to the property of either.

I will follow all the rules of the RFC, and understand that misbehavior is cause for dismissal. I declare that I have read, understood, and agree to the contents of this implied consent agreement in its entirety.