

Florida Institute of Technology
Charles and Ruth Clemente Center for Sports and Recreation
Hold Harmless, Indemnification and Release in Full

I, (print name) _____, hereby elect to use the facilities and to participate in the activities and programs offered at the Charles and Ruth Clemente Center for Sports and Recreation (hereinafter the "Facility"), including, but not limited to, recreational sports, screening evaluations, fitness and/or lifestyle enhancement programs, and exercise programs (hereinafter the "Activities"). In consideration of being permitted to participate in the Activities, I hereby release, waive, discharge, hold harmless and covenant not to sue Florida Institute of Technology, the Board of Trustees thereof or the Charles and Ruth Clemente Center for Sports and Recreation (hereinafter collectively referred to as "Florida Tech"), or the agents, employees, officers or trustees of Florida Tech (hereinafter collectively referred to as the "Releasees"), from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, that may be sustained by me or to any property belonging to me, whether caused by the negligence of the Releasees or otherwise, while using the Facility or participating in the Activities.

I expressly understand and agree that the use of the Facility and participation in the Activities shall be undertaken at my own risk, and that I represent that I am physically able to undertake any and all Activities provided. I acknowledge that I have been advised to consult any physician prior to participating in the Activities. I voluntarily assume all responsibility for any risk of loss, property damage or personal injury that may result from the use of the Facility or engagement in the Activities, whether caused by the negligence of Releasees or otherwise. I recognize that my participation in the Activities may result in health risks, and I willfully assume those risks. I further agree that if I experience any pain, discomfort, fatigue or any other symptoms, that I will discontinue my participation in the Activities and will immediately consult my own physician.

I understand that the Activities, programs and services offered by the Facility are conducted by personnel that may not be licensed, certified, or registered instructors or professionals, and that any statement made by personnel shall not be relied upon by me as medical advice. It is further agreed that all exercise including the use of weights, or any and all other machinery, equipment and apparatus designed for exercising, shall be my at my own risk.

It is understood and agreed that this is full, final and complete release of all claims of every nature and kind whatsoever arising out of or related to the Activities and my use of the Facility. This Agreement shall be legally binding on me, my estate, heirs, assigns, legal guardians and personal representatives. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Florida. Furthermore, this Agreement contains the entire agreement between the parties.

In signing this Agreement, I represent that I am eighteen (18) years of age or older, and that I have carefully read and fully understand the foregoing provisions. I am aware that I am releasing certain legal rights that I may have, and I enter into this Agreement of my own free will.

Participant's Name (Print)

Participant's Signature

Witness

Date