

Release and Waiver of Liability

THIS RELEASE is made and entered into by the undersigned participant (hereinafter "Participant").

In consideration of being permitted to be in, or engage in the activity of using the exercise equipment in the Fitness Center (collectively "Fitness Activity") on the Arkansas Tech University – Ozark Campus, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **PARTICIPANT**, for himself or herself, his or her spouse, legal representatives, heirs, next of kin, and assigns, **hereby forever releases, waives, covenants not to sue, and discharges, Arkansas Tech University**, its officers, Board of Trustee members, administrators, faculty, employees, agents, representatives, and/or staff members (hereinafter (TECH) **from any and all liability to PARTICIPANT**, his or her spouse, legal representatives, heirs and assigns, **for any and all loss, claims or damages that PARTICIPANT may have or that may hereafter accrue, resulting from the death or injury to PARTICIPANT**, whether caused by the active or passive negligence or otherwise of TECH, **while PARTICIPANT is engaged in Fitness Activity.**

PARTICIPANT acknowledges that Fitness Activity is a potentially hazardous activity. PARTICIPANT understands that while participating in Fitness Activity, he or she will be exposed to above-normal risks of injury and that although TECH has taken precautions to ensure that safety equipment for the Fitness Activity is provided, it is impossible for TECH to guarantee absolute safety. PARTICIPANT understands that he or she bears the responsibility for safety while participating in this Fitness Activity and voluntarily assumes full responsibility for the risk of bodily injury, death, medical expenses, loss of income, or property damage while participating in this Fitness Activity whether it is due to the active or passive negligence or otherwise of TECH. PARTICIPANT acknowledges that he/she has a personal responsibility to follow established rules of safety, obey all laws, fully utilize any safety equipment provided for this Fitness Activity, and to follow the instructions and commands of supervisors during participation in this Fitness Activity. PARTICIPANT also acknowledges that he or she has been fully advised of the potential hazards that may be incurred while participating in this Fitness Activity, and that while it is impossible to foresee all dangers, some of the hazards that might occur include cuts, sprains, bruises, fractures, heart attack, stroke, internal injury, hernias, disfigurement (permanent or otherwise), blindness, paralysis, suffocation, broken bones, and other serious or life-threatening injuries including death.

With all of these facts being known, PARTICIPANT voluntarily agrees to indemnify, defend and hold harmless TECH from any and all actions, causes of action, claims, judgments, loss, liability, damage or costs (including attorneys fees) that may occur as a result of PARTICIPANT participating in the Fitness Activity, whether caused by the active or passive negligence or otherwise of TECH. PARTICIPANT expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arkansas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Further, nothing in this document shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, its Board of Trustees, officers, organizations, employees, staff or agents. PARTICIPANT attests and verifies that he or she is physically fit and sufficiently trained to participate in the activity of FITNESS ACTIVITY. **By my signature hereto, I certify that I have read and understood each and every provision contained herein, and agree to each one and that I am at least eighteen years of age.**

Name (PRINT) _____ Signature _____

T Number _____

Date _____