

ST. GEORGE TOWERS
(Weller, Studio & Clark Towers)

FITNESS CENTER

AGREEMENT, INDEMNIFICATION, RELEASE AND WAIVER OF LIABILITY

Health Statement: In requesting permission to access or use the equipment of Eastern Athletic, I affirm that my general health is good and that I am not adversely affected by the exercise I will undertake. I further affirm that I am able to perform exercise of a vigorous nature. I am not currently under the care of a physician who should be advised of my desire to participate in this physical activity. ***If I am under the care of a physician, I affirmatively state that I have received his/her permission to participate in vigorous exercise at Eastern Athletic Club.***

AGREEMENT TO FOLLOW RULES AND POLICIES: I agree to follow all rules and policies of Educational Housing Services and Eastern Athletic Club and to abide by any reasonable request concerning use of the facility directed to me by the staff of Educational Housing Services. I agree to operate and use the equipment only in the manner in which it was designed and intended to be used. I understand that my failure to abide by and to follow instructions or request may result in the termination of my privileges of using the facility. I further understand that Educational Housing Services has the right to terminate or alter my privileges at Eastern Athletic Club at its complete and unilateral discretion.

RELEASE AND WAIVER: In consideration of my access Eastern Athletic Club I hereby accept all risks to my health and of my injury or death that may result from such participation and I hereby release of the Office of Student Life at Educational Housing Services and its employees and representatives from any liability to me, my personal representatives, estate, heir, next of kin and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my use of the facilities, whether caused by negligence of the company, employees, or representatives or otherwise. I agree to release and hold harmless Educational Housing Services and its employees from any and all liability whatsoever which may result from my use of the facility or equipment. **I have carefully read this agreement and understand it to be release and waver of all claims and causes of action for my injury or death or damage to my property that occurs while using the Eastern Athletic Club facility and it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligence or intentional act or omission.**