

***UNIVERSITY OF MAINE SYSTEM***

**University of Maine at Augusta, Bangor Campus**

**RELEASE AND ASSUMPTION OF RISK**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Name)* *(Address)*

being \_\_\_\_ years of age (having been born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to participate in the Fitness Center (the “Program”) from and in consideration of being permitted to participate in the Program, do voluntarily execute this “Release and Assumption of Risk” on behalf of myself, my heirs and next-of-kin, my personal representatives and my estate.
2. That I have been fully informed of the nature, scope and demands of the Program, and I understand that the Program may include activities which could be dangerous to me and other participants and which could cause property damage, bodily injury and/or death.

**\* SEE BELOW FOR SPECIFIC RISKS AND DANGERS OF THE PROGRAM**

1. That the University of Maine System and its University of Maine at Augusta - Bangor (hereinafter referred to as the “University”) has informed me that there may be dangers and hazards inherent to participants in the Program because of the activities involved, and that I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer or cause to others, and for all damages or loss to any real or personal property owned by me, or damaged by me while I am participating in the Program and during all travel and transportation, and, in furtherance thereof, I agree to indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my real or personal property, my personal injury or death, or the personal injury, death or damage to real or personal property of others caused by me, which may occur or result directly or indirectly from my participation in the Program and not as a direct result of any negligent act of the University, its Trustees, faculty, employees, volunteers or agents.
2. I declare that I am able to physically withstand and cope with the indicated rigors of the Program with or without a reasonable accommodation. If an accommodation is needed, I will contact the **Coordinator of Student Life: Wellness and Co-Curricular Enrichment.**
3. This “Release and Assumption of Risk” shall be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect.

**I DECLARE THAT I COMPLETELY UNDERSTAND AND HAVE FULLY INFORMED MYSELF OF THE TERMS AND CONDITIONS OF THIS “RELEASE AND ASSUMPTION OF RISK” BY HAVING READ IT, OR HAVING IT READ TO ME, BEFORE SIGNING AND I INTEND TO BE FULLY BOUND THEREBY.**

Assented and agreed to on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Signature of Participant)*

**\* SUCH DANGERS, HAZARDS AND RISKS OF THIS ACTIVITY MAY INCLUDE, BUT ARE NOT LIMITED TO, INJURIES INFLICTED BY THE FOLLOWING:** The participant should be aware of the typical dangers, hazards and risks that accompany working out in the fitness center including cardio and weight machines, free weights, exercise videos, volleyball, basketball, and group exercise classes.

**ANY AND ALL INJURIES THAT COME FROM PHYSICAL ACTIVITY INCLUDING SPRAINS, BREAKS, TEARS, BURISES, LACERATIONS, HEART OR LUNG ISSUES ETC. YOU SHOULD ALWAYS CHECK WITH YOUR PRIMARY CARE PHYSICIAN BEFORE STARTING ANY EXERCISE REGIMEN.**

Emergency contact:

Name Relation Phone number .

**Minor Assent of Risk**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the parent or legal guardian

of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree, in consideration of my child being permitted to participate in the Program, to be bound by the terms of the Release and Assumption of Risk and hereby indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, in the same manner and with the same force and effect as set forth in **section 3** above with regard to my child participating in the Program.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Parent or Guardian Signature if participant under the age of 18 years*)

**\* SUCH DANGERS, HAZARDS AND RISKS OF THIS ACTIVITY MAY INCLUDE, BUT ARE NOT LIMITED TO, INJURIES INFLICTED BY THE FOLLOWING:**

The participant should be aware of the typical dangers, hazards and risks that accompany working out in the fitness center including cardio and weight machines, free weights, exercise videos, volleyball, basketball, and group exercise classes.

**ANY AND ALL INJURIES THAT COME FROM PHYSICAL ACTIVITY INCLUDING SPRAINS, BREAKS, TEARS, BURISES, LACERATIONS, HEART OR LUNG ISSUES ETC.**

**YOU SHOULD ALWAYS CHECK WITH YOUR PRIMARY CARE PHYSICIAN BEFORE STARTING ANY EXERCISE REGIMEN.**

Emergency contact:

Name

Relation Phone number .