

Ohio Wesleyan University
OWU FITNESS CENTER / OWU FIT CLASSES
RELEASE OF LIABILITY AND MEDICAL RELEASE FORM

(Print Name)

(Activity or Activities)

I acknowledge that my use of any OWU fitness facilities (pool, tennis courts, Branch Rickey, fitness center, etc.) including participating in a fitness class will necessarily involve participation in exercises that are physically demanding and will subject the participant to stress and risk of injury.

I understand that the activity involves inherent other risks of injury. I voluntarily agree to expressly assume all such risks which may result from the activity or in any way related to my participation in the activity.

In consideration of the right to participate in the activity, I hereby release from any legal liability Ohio Wesleyan University ("OWU") and its trustees, employees, faculty, staff, agents, instructors and all individuals, including volunteers, assisting with the activity for injury or death caused by or resulting from my participation in the activity or in any way connected with my participation in the activity, whether such injury or death was caused by the alleged negligence of OWU, another participant, or any other person or cause. This agreement will apply for each and every day I engage in the activity during my employment at OWU without requiring me to sign an additional form for each day or activity.

I further agree to defend and indemnify OWU for loss or damage, including any that result from claims or lawsuits for personal injury, death, or personal property damage, relating to the activity or use of OWU fitness center, facilities or equipment.

I represent that I have consulted with a medical professional about my participation and am in satisfactory physical condition to participate in the activity. I authorize any person connected with the activity or OWU to administer first aid to me, as they deem necessary. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for my well being, at my expense.

I have read and agree to abide by the policies established for use of OWU fitness facilities and to use all equipment in the appropriate manner. I understand that use of OWU fitness facilities by faculty and staff is a privilege and that this privilege can be revoked if policies are not followed. Further I understand that prior to my participation I must sign the BWC Form 230 that accompanies this Release.

If any part of the agreement is determined to be unenforceable, all other parts shall be given full force and effect. This agreement shall be binding on the participant's assignees, subrogors, heirs, next of kin, executors and personal representatives.

**I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY AGREEMENT.
I VOLUNTARILY AGREE TO ITS TERMS.**

Signature of Participant

Date

In the Event of an Emergency, Please Contact

Phone Number