



DOANE UNIVERSITY

Dependent Facilities Usage WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to utilize the Doane College fitness facilities as of this date forward I hereby release, waive, discharge, and covenant not to sue Doane University, its officers, servants, agents, and employees (hereinafter referred to as "Doane University") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of Doane University, or otherwise, while utilizing Doane fitness facilities or while in, on, or upon the premises where health activities are being conducted, while in transit to or from the premises, or in any place or places connected with the Doane University fitness facilities.

2. I am fully aware of risks and hazards connected with these health activities and I do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. I understand that the Doane University fitness facility staff will not provide any instruction or guidelines for use of equipment or machinery or my exercise program.

3. I am at least nineteen (19) years of age and fully competent; or I am a parent signing for a minor child.

4. I execute this Release for full, adequate and complete consideration fully intending to be bound by same and it is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant not to sue the above named Doane University.

5. I will comply with all policies and procedures for use of these facilities at the direction of Doane University. I understand my usage of the facility may be terminated at any time for violation of policy or as directed by Doane University.

Employee Name: _____

Date: _____

Dependent Printed Name:

Dependent Signature:

Witness Signature:
