

# UNTHSC

## Fitness Center Usage and Class Waiver

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
Please Print

ADDRESS \_\_\_\_\_  
City, State, Zip Phone \_\_\_\_\_

Email: \_\_\_\_\_ DOB: \_\_\_\_\_

EMPLID/FC ID#/Student ID#: \_\_\_\_\_ M/F \_\_\_\_\_

Person to notify in case of emergency \_\_\_\_\_

Relationship \_\_\_\_\_ Phone: \_\_\_\_\_

### CIRCLE ONE:

UNTHSC STUDENT

UNTHSC EMPLOYEE

UNTHSC ALUMNI

UNTHSC RETIREE

COMMUNITY

GUEST

### WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. ***There will be NO REFUNDS, HOLDS or TRANSFERS will be given for fitness center membership, personal training, ID badge, locker, or intramural fees, under any circumstances.***
2. ***In consideration for myself, receiving permission to participate in the fitness center classes, I hereby **RELEASE, WAIVE, AND DISCHARGE** the University of North Texas Health Science Center, its Board of Regents, and its officers, servants, agents, and employees, (Hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever, whether or not such liability is based on negligence, arising out of or related to any loss, damage, or injury that may be sustained by myself or to any property belonging to myself, while participating in the classes offered at the fitness center, traveling to and from any program activity where it is being conducted.***
3. ***I am fully aware of the **RISKS AND HAZARDS** (described on the reverse side) connected with allowing myself to participate in this activity, including the risk of physical injury or disability as the result of such an injury, and I hereby allow myself to voluntarily participate in said activity, and to enter the above named premises and engage in such activity. **I VOLUNTARILY ASSUME FULL RESPONSIBILIITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY** that may be sustained by myself, or any loss or damage to property owned by myself as a result of being engaged in such an activity.***
4. ***I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs that may incur due to my participation in said activity.***
5. ***It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.***

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6. *I understand that the RELEASEES will not be responsible for any medical costs associated with an injury that myself may sustain.*
7. *I further agree to become familiar with and inform myself of the rules and regulations for the fitness center regarding the member conduct and agree that I will not violate said rules or any directive or instruction made by the person or persons in charge of said program and that I will further assume for myself the complete risk of any activity done in violation of any rule, directive, or instruction.*
8. *I also understand that I should and am urged by UNTHSC to obtain adequate health and accident insurance to cover any personal injury to myself, which may be sustained during the program or the transportation to and from said program and activities.*
9. *This WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT is for the duration of my membership at the fitness center.*
10. *The UNTHSC fitness center offers group exercise classes and personal training, of which I freely and voluntarily agree to participate in should I be interested. While participating in said classes, I will abstain from the use of illegal drugs and alcoholic beverages as it could be detrimental to my health and is illegal based on UNTHSC's campus policy.*
11. *I understand that there are risks involved when participating in group exercise classes and personal training at the fitness center. Some of the possible injuries and bodily harm that can occur through participation in the programs are listed below. I also understand that this list provided is to make the prospective participant aware of the possibilities of injuries that may be sustained, and does not identify every possible injury. I am completely responsible for my own safety and health.*

**Possible Injuries:** strains, sprains, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, convulsions), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking, respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in an extreme case – death.

**Body areas which may be affected or involved in sports, exercise or personal training injuries:** head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, back. Arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries, veins, and brain.

*IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability, Hold Harmless Agreement, and Possible Injuries that may occur, understand it and sign it voluntarily as my own free act and deed: no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I excuse this Release for full, adequate, and complete consideration fully intending to be bound by same.*

*IN WITNESS WHEREOF, I have hereunto set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.*

\_\_\_\_\_  
*Participant Signature (if over 18)*

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## Standards of Conduct

Participation in fitness center facilities and programming is a privilege. All members and guests who participate in fitness center programming or use recreational facilities are expected to:

- Treat the fitness center staff and facilities with respect and respond appropriately to all reasonable staff requests.
- Act with character and courtesy while respecting the rights, welfare and dignity of all others in the fitness center.
- Abide by all relevant policies of the University of North Texas Health Science Center, the general facility rules of the fitness center and all relevant state and federal laws.
- Act in a safe, responsible manner in regards to themselves and others in the fitness center.

The Office of Care and Civility maintains the authority to revoke a member's privileges temporarily or permanently for violating these standards of conduct or fitness center facility rules or for violating any UNTHSC policy or state or federal law. Members may also be subject to University disciplinary action. No refunds or student service fee waivers will be authorized upon loss of membership for violation of the Standards of Conduct or for any other violation of UNTHSC policy.

Members may be subject to temporary or permanent loss of membership privileges for the following misconduct:

1. Physical or verbal abuse, threats, intimidation, harassment, hazing, coercion and/or other conduct which threatens or endangers the health or safety of any person.
2. Unauthorized use or sharing of fitness center identification cards, including forgery or alteration of a membership card or granting unauthorized use or misuse of any University document, record, key, electronic device, or identification.
3. Unauthorized Entry including entry prior to payment of fitness center membership dues.
4. Disorderly or lewd conduct including disorder associated with alcohol or controlled substances.
5. Recording images either by photograph, video or digitally without knowledge of the individual being recorded and without prior approval from the Director of Care and Civility.
6. Unauthorized Commercial Activity or use of the facility for personal or monetary gain, including posting, advertising, instructing by private sessions, or soliciting individuals in the fitness center for personal services, businesses, or agencies.
7. Use of alcoholic beverages. Members demonstrating signs of intoxication will be denied access to the fitness center or asked to leave immediately.
8. Failure to abide by a reasonable request of fitness center staff.

Individuals engaged in the following conduct will immediately be reported to university police and will be subject to permanent loss of membership privileges. Additional sanctions from the University may also apply.

1. Vandalism: Damage to or destruction of any property of the University or of others while on University premises.
2. Assault: Rape, sexual assault, or sexual harassment.
3. Theft: Removal of or conversion of University property or property of others while on University premises.
4. Possession of firearms, explosive device, or other deadly weapon when on University premises.
5. Possession of drugs or other controlled substances prohibited by state and federal law

*By signing below, I acknowledge and represent that I have read the foregoing Standards of Conduct, understand it, and sign it voluntarily as my own free act and deed. I agree to abide by all standards as they are set forth and follow any instruction given to me from staff or University officials.*

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*Participant Signature (if over 18)*

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*Parent/Guardian Signature (if under 18)*