ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

This Assumption of Risk and Release from Liability (“Agreement”) pertains to an opportunity offered by Indiana University Northwest on behalf of the Trustees of Indiana University (“IU”), to participate Savannah Fitness Center Membership.

I, _______________________________, wish to participate in the Fitness Center. In consideration of the services to be rendered in organizing the Event and in consideration of my participation in the Fitness Center, I hereby agree to the following:

1. I understand activities may include, but are not limited to, the following: physical activities (e.g., running, jumping, climbing) physical exertion such as lifting or moving heavy objects.

2. I understand that certain risks are inherent in participation. These risks may include, but are not limited to, such things as incidents related to the above mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability.

3. I understand that IU is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.

4. I understand that my membership is entirely voluntary and at my own risk. I fully understand the scope of the activities and the potential risks involved. I agree to assume the risks of my participation, including the risk of catastrophic injury or death.

5. I understand and agree that IU does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that IU strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to this Event.

6. I fully understand that all IU policies and regulations, including those embodied in the Code of Student Rights, Responsibilities and Conduct, are in effect and apply to my behavior. I understand that any violations of these policies and regulations may result in sanctions up to and including, in appropriate circumstances, referral to the Indiana University Northwest Police Department and/or the Office of Student Ethics for disciplinary action.

7. I hereby release and fully discharge The Trustees of Indiana University, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me, including all liability for damage to personal property, personal injury or loss which may result from my participation in the Event, whether caused by negligence or otherwise, to the fullest extent permitted by law.

8. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Event that purports to establish the venue for any litigation arising from this Event, I agree that I will file no action against IU or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Event, in any court other than the Circuit Court of Monroe County, Indiana.

9. I have read this entire Agreement, I fully understand it, and I agree to be bound by it. I represent and certify that my true age is at least 18 years old.

Participant Name (Print)____________________________________________________

Participant Signature_______________________________________________________

Date________________________
2014-2015 Employee Fitness Center Use Application

Fees are for the period of September 1, 2014 through August 31, 2015.

- Employee Rate: $160.00/year
- Employee Family rate*: $256.00/year per family member (Only immediate family (Spouse, children under 18)

Method of payment: (Bring this form with payment to the Bursar’s Window. Make checks payable to: Indiana University Northwest. Only bring to the Bursar’s window if you are paying in full, if you are doing payroll deduction, please return to the Office of Student Activities.)

- Payroll Deduction
- Check
- Cash

Name: ______________________________________ University ID #: __________________________
Home Address: __________________________________________________________________________
City/State/Zip: __________________________________________________________________________
Department: ____________________________ Phone #: ________________________________
Building: ____________________________ Room No.: ____________________________

Family Members’ Names                  Date of Birth        Circle one
________________________________________ [ ]/[/ ] Spouse/partner
________________________________________ [ ]/[/ ] Child (under 18)
________________________________________ [ ]/[/ ] Child (under 18)

**All Fitness Center membership MUST BE PAID in advanced or through payroll deduction.**

**Fitness Center Fees are non-refundable**

Payroll Deduction Authorization Agreement - 8 deductions beginning the first pay of November

Please circle one:
- Employee- $20/month
- Employee with locker- $21.50/month
- Family Rate - $32/month

Locker No. ____________________________

Signature: ____________________________ Date: ____________________________