

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 _____



INDIANA UNIVERSITY NORTHWEST

2017-2018 Employee Fitness Center Use Application

Fees are for the period of July 1, 2017 through June 30, 2018

Employee Rate	\$160.00/year
Employee Family rate*	\$256.00/year per family member
Locker	\$10.00/per year (only available to employee)

***Only immediate family (Spouse, adult children 18+)**

Method of payment:

- If paying by credit card, cash or check, you must pay at the Office of the Bursar first. Once you have paid, bring paid receipt and this form to Office of Student Activities, Savanah Hall, Room 217
- If you are doing payroll deduction, please return this form to the Office of Student Activities, Savanah Hall, Room 217. You do not have to go to the Office of the Bursar for the Payroll Deduction option.

Select Option:

- Payroll Deduction **(Please complete the Payroll Deduction Authorization Agreement below)**
- Check - Make checks payable to: *Indiana University*
- Credit card – Visa, MasterCard, Discover, AMEX and JCB
(Credit Cards must be signed and card holder must be present to sign credit card receipt)
- 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- \$21.25/month

Family Rate - \$32/month

Locker No. _____

Signature: _____ Date: _____