

**RECPLEX RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being given the opportunity to utilize the Fairfield University Recreational Complex ("RecPlex") including but not limited to the fitness areas, the strength and conditioning area, the pool, the fieldhouse, the indoor elevated track, the racquetball court and the equipment contained therein, I, for myself, my personal representatives, heirs, administrator, executor and assigns hereby represent, acknowledge and/or agree, that:

1. I FULLY UNDERSTAND WHAT IS INVOLVED IN PARTICIPATING IN activities including but not limited to fitness classes, basketball, tennis, swimming and what is involved in the use of cardiovascular and weight training machines (hereinafter cumulatively referred to as "Exercise Activities") and that I am in good health, in proper physical condition and qualified to participate in Exercise Activities;

2. I FULLY UNDERSTAND that: (a) EXERCISE ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability and/or paralysis, ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in Exercise Activities, the conditions in which the Exercise Activities take place and/or the actions or inactions of the University's staff, directors, agents, officers, members and/or employees; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS KNOWN AND UNKNOWN AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my voluntary participation in the Exercise Activities;

3. I WILL FULLY EXAMINE AND INSPECT both the premises where the exercise activities will take place and the equipment contained therein and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Exercise Activities and will refuse to take part in the Exercise Activities until the condition has been corrected to my satisfaction;

4. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE FAIRFIELD UNIVERSITY, ITS TRUSTEES, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, (each considered one of the Releasees herein) from all liability, claims, (including negligence) demands, losses, or damages on my account arising out of my use of the recreational complex or any injury or property loss I may sustain on the premises, even if arising from the negligence of the Releasees. I further agree that if, despite this release and waiver of liability and assumption of risk, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

FAIRFIELD UNIVERSITY STRONGLY URGES YOU TO CONSULT WITH A PHYSICIAN BEFORE PARTICIPATING IN THIS OR ANY EXERCISE ACTIVITY.

PRINTED NAME OF PARTICIPANT _____ PHONE: (_____) _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PARTICIPANT'S SIGNATURE (only if age 18 and over): _____ DATE: ____/____/____

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account arising out of the minor's voluntary use of the recreational complex or any injury or property loss the minor may sustain thereon, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost which any may incur as the result of any such claim.

PRINTED NAME OF PARTICIPANT _____ PHONE: (_____) _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PARENT'S SIGNATURE _____ DATE: ____/____/____
(Only if participant is under 18 years of age)