



University of Pittsburgh

*School of Education
Department of Health and Physical Activity*

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RELEASE

USE: *To be used by participants in Exercise, Wellness, Health and Fitness Programs in the Department of Health and Physical Activity at the University of Pittsburgh*

This is a legally-binding Release, Waiver, Discharge and Covenant Not to Sue made by me to the University of Pittsburgh - Of the Commonwealth System of Higher Education ("University").

It is my desire to participate in one or more of the exercise, wellness, health and fitness classes/programs conducted by the University's Department of Health and Physical Activity and/or to make use of fitness facilities and/or fitness equipment owned, leased, or used by the University, during the period July 1, 2015 through June 30, 2016 (collectively, the "Activity"). I fully recognize that there are dangers and risks to which I may be exposed by voluntarily participating in the Activity. Examples of these dangers and risks are injuries or conditions including, without limitation, damage to bone, muscle, nerve and/or soft tissue, lacerations, abrasions, contusions, fractures, heart attack, concussion, heart complication, aggravation of pre-existing condition, as well as other injuries or conditions, up to and including serious physical injury or impairment or loss of life. I appreciate the character of the risk taken and voluntarily assume all risk of harm. I understand that the University does not require me to participate in the Activity, but I want to do so, despite the possible dangers and risks and despite this Release.

I therefore agree to assume and take on myself all of the risks and responsibilities in any way associated with my participation in the Activity. In consideration of and return for the opportunity to participate in the Activity, and for the services, facilities, equipment or other things provided to me by the University, I HEREBY RELEASE THE UNIVERSITY (AND ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, CONTRACTORS, VOLUNTEERS AND AGENTS) (COLLECTIVELY THE "UNIVERSITY RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO ME, UP TO AND INCLUDING DEATH, AND FROM DAMAGE TO MY PROPERTY, IN

CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. I UNDERSTAND THAT THIS RELEASE COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT OF THE UNIVERSITY RELEASEES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE.

I recognize that this Release means I am giving up, among other things, rights to sue the University Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators and assigns, as well as myself.

Further, I agree to defend, indemnify and hold harmless the University Releasees from and against any claim, damage, liability, injury, expense or loss, including but not limited to, reasonable attorney fees, by reason of any suit, claim, demand, judgment or cause of action arising out of my participation in the Activity.

I assure the University that, to the best of my knowledge, information and belief, I am physically able to participate in the Activity without any undue or unusual risk to me or to others. I acknowledge that the University has recommended that I consult with, have a physical examination conducted by, and follow the related instructions of a physician before I engage in the Activity.

Finally, I understand and agree that the University may need to respond to accidents or emergency situations that may occur. Therefore, I hereby give my consent to the administration of any and all medical treatment of me the University deems necessary resulting from my participation in the Activity, with the understanding that the costs of any such treatment will be my responsibility.

I am at least eighteen years of age and have read this entire Release. I fully understand it and I agree to be legally bound by it.

Witness:

**THIS IS A RELEASE OF YOUR RIGHTS.
READ CAREFULLY BEFORE SIGNING.**

Releasor's Signature

Printed Name

Date