

WAIVER, INDEMITY AND RELEASE OF LIABILITY

THIS WAIVER, INDEMITY AND RELEASE OF LIABILITY AGREEMENT (the “*Agreement*”) is given by the Participant set forth below (the “*Participant*”) to: (i) Alfred University (the “*University*”), which owns and manages the McLane Center and (ii) the New York State College of Ceramics at Alfred University (the “*College*”) which owns the Joyce-Walton and Wellness Center (the “*Joyce-Walton Center*”), which is managed by the University.

WHEREAS, Participant desires to use the McLane Center and/or Joyce-Walton Center pursuant to the rules and regulations which the College and/or University may from time to time establish, and which use the University and/or College may revoke at any time in either of their sole discretion; and

WHEREAS, in order to permit Participant to use the McLane and/or Joyce-Walton Center, the University and the College require Participant to agree to the terms and conditions of this Agreement, and that this Agreement be in full force and effect during any time period during which Participant uses the McLane Center and/or Joyce-Walton Center.

NOW, THEREFORE, Participant agrees as follows:

1. **Waiver**. In consideration of being allowed to participate in the activities and programs of the College and/or the University and to use the McLane Center and/or Joyce-Walton Center and equipment therein, in addition to the payment of any fee that may be charged, I do hereby for myself, my heirs, executors and administrators, to the fullest extent permitted by applicable law, waive, release, and forever discharge both the University and the College, their respective agents, contractors, employees, directors, officers, and trustees (collectively “*Personnel*”), for any actions, awards, claims, complaints, costs, damages, demands, expenses, judgements, lawsuits, liability, and/or responsibilities for personal injuries (including disablement or death) and/or loss, theft or damage or personal property (collectively “*Injury Liability and Property Losses*”) resulting in any manner whatsoever from my participation in activities or use of equipment in the McLane Center and/or Joyce-Walton Center. (Please initial_____).
2. **Acknowledgement of Risk**. I understand and am aware that strength, flexibility and aerobic exercises, including the use of exercise equipment in the facility, are potentially hazardous activities that involve a risk of personal injury including death. I am voluntarily participating in these activities and using the equipment and facilities with knowledge of the dangers involved. To the fullest extent permitted by applicable law, I hereby agree to expressly assume and accept any all risk of injury and/or death. (Please initial_____).
3. **Representation and Warranty of Good Health and Fitness**. I acknowledge that I have either had a physical examination and have been given my physician’s permission to participate, or that I have decided to participate in activity and/or use of equipment and facilities without the approval of my physician and do hereby assume all risk and responsibility for my participation in activities, and utilization of activities and programs of the facilities, and to pay for same. (Please initial_____).
4. **Personal Property**. While lockers may be provided to users of the facilities at the discretion of College and University personnel, no bailment is created, and the College and the University are not responsible for damaged, lost, missing, and/or stolen items of personal property. (Please initial_____).
5. **Indemnification**. I agree to comply with the rules and directives (“*Rules & Directives*”) of the College and University and any applicable federal, state and local laws, rules of regulations (collectively “*Laws*”). To the fullest extent permitted by applicable law, I hereby agree to indemnify, defend and hold the College and University, including their respective Personnel, harmless from any Injury Liability and Property Losses or any other damages or liabilities (including attorney’s fees and attorney’s fees to enforce this indemnification) in any way resulting from my actions or use of the McLane Center/Joyce-Walton Center (whether intentional, unintentional, negligent or non-negligent), or my violation of the Rules and Directives and/or any Laws. (Please initial_____).
6. **Jurisdiction; Governing Law**. This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of New York without reference to conflicts of law principles. The parties agree that exclusive venue shall be any court of competent jurisdiction in Monroe County, New York, and the parties agree not to institute any lawsuit pertaining to any matter arising under or related in any way to this Agreement in any location or jurisdiction other than such court.

I have read and understand the above provisions and agree to be bound by them, as indicated by my signature below.

Signature	Date
Print Name	Parent/Legal Guardian

NOTE: All McLane Center/Joyce-Walton Center users must read and sign this form. Individuals under age 18 must have this form signed by a parent or legal guardian. Signed forms must be returned to the staff prior to using the facilities.