WAIVER AND RELEASE

SOUTHWESTERN LAW SCHOOL

FITNESS CENTER

I intend to use some or all of the activities, facilities, programs and services offered at or by the *Southwestern Law School Fitness Center*. In consideration of being allowed such use, I do hereby waive, release and forever discharge Southwestern Law School and its officers, employees, agents, representatives and all others acting on its behalf from any and all claims or causes of action (known or unknown) for any and all injury, illness, damage or loss that may occur to me or my property as a result of my participation in any aspect of the activities, facilities, programs and services offered at or by the *Southwestern Law School Fitness Center*, including, but not limited to, my use of equipment or machinery in connection with the activities, facilities, programs and services offered at or by the *Southwestern Law School Fitness Center*.

I understand that each person (myself included) has a different capacity for participating in such activities, facilities, programs and services. I am aware that all activities, facilities, services and programs offered are either educational, recreational or self-directed in nature. I agree that my participation in any and all of the activities, facilities, programs and services provided at or by the *Southwestern Law School Fitness Center* is strictly voluntary and has not been requested or required by Southwestern Law School. I further agree that my participation in any and all activities, facilities, programs and services provided at or by the *Southwestern Law School Fitness Center* is at my own risk and that I assume any and all risk of injury, illness, damage or loss that might result. I also agree to assume all risk of damage, loss or theft to or of any of my personal property.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities, facilities, programs and services offered at or by the *Southwestern Law School Fitness Center*. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate in these activities, facilities, programs and services, or that I have decided to participate in these activities, facilities, programs and services without the approval of my physician. I do hereby assume all responsibility for my participation in the activities, facilities, programs and services offered at or by the *Southwestern Law School Fitness Center* and for my utilization of any and all equipment and machinery in connection with these activities, facilities, programs and services.

I understand that the activities, facilities, programs and services offered by the *Southwestern Law School Fitness Center* may sometimes be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some *Fitness Center* employees, agents, representatives or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.

Member Signature	Date
Print Member Name	Fitness Center Assistant Receiving Form