



Northwestern Health Sciences University

Assumption of Risk and Liability Waiver

To the best of my knowledge, I am in good physical condition and fully able to use the Northwestern Health Sciences University (the "University") Fitness Center and Pool ("Fitness Facilities"). I have been informed and I am fully aware of the risks and hazards connected with the use of the Fitness Facilities, including physical injury or even death, and hereby elect to voluntarily use the Fitness Facilities, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of my use of the Fitness Facilities.

I am exercising my own free choice to use the Fitness Facilities, and promise to take due care during my use of the Fitness Facilities. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the University and its officers, trustees, servants, agents, students, and employees, and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever, whether presently known or unknown, either in law or in equity, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while in or using the Fitness Facilities, except that this waiver and release shall not release the Releasees from liability for any intentional, willful or wanton acts of the Releasees.

It is my expressed intent that this waiver and release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE the above named RELEASEES.

In signing this release, I acknowledge and represent that I HAVE READ THIS ASSUMPTION OF RISK AND LIABILITY WAIVER, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I EXECUTE THIS ASSUMPTION OF RISK AND LIABILITY WAIVER FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Signature: _____

Name: _____

Date: _____