

# WAIVER AND RELEASE OF LIABILITY

## FOX CHAPEL GOLF CLUB – FITNESS CENTER

In consideration of my use of the exercise equipment and/or participation in exercise classes in the fitness center (“Fitness Center”) of the Fox Chapel Golf Club (the “Club”), I expressly agree, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Club (including any of its employees, officers, directors, and agents) and any trainers or instructors providing services at the Fitness Center (collectively, the “Club Releasees”), shall not be liable for any damages (whether direct or indirect) of any kind or nature arising from or related in any way to any personal injuries (including death) and/or property damage suffered or incurred by me: (i) in or about anywhere in the Fitness Center, (ii) as a result of my use of the equipment in the Fitness Center whether on my own or with a trainer, and/or (iii) as a result of my participation in any exercise class at the Fitness Center (collectively, “Damages”), regardless of whether such Damages were the result, in whole or in part, from the negligence of any of the Club Releasees and/or any defect in any equipment in the Fitness Center. By the execution of this **Waiver and Release of Liability**, I accept and assume full responsibility for any and all such Damages, and I hereby fully and forever release and discharge the Club Releasees from any and all such Damages. Further, I expressly agree to indemnify, defend and hold the Club Releasees harmless against any and all Damages.

I acknowledge that it is my sole responsibility and decision as to whether I seek a physical examination by a physician to determine whether I am physically capable of participating in a physical activity at the Fitness Center; provided that I acknowledge that the Club recommends that I obtain a physical examination before my use of the Fitness Center or my participation in any exercise classes therein.

I agree to comply with all rules imposed by the Club regarding the use of the Fitness Center and/or the participation in any exercise class therein. I agree to refrain from using any equipment in the Fitness Center in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment and/or the participation in exercise classes involves risk of serious injury, including permanent disability and death and I accept all such risk.

I understand and agree that the Club is not responsible for property that is lost, stolen, or damaged while in, on, or about the Fitness Center or anywhere else on the Club’s campus.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature of Guardian/Parent if Under 18: \_\_\_\_\_