

UNIVERSITY OF MAINE SYSTEM
UNIVERSITY OF MAINE AT MACHIAS
Fitness Center Release and Assumption of Risk
(Minor)

Please print all information clearly. Signature required below.

Participant's Name: _____ Date of Birth: ____/____/____
Month Day Year

Parent or Legal Guardian's Name: _____
(Parent or Legal Guardian's name required if Participant is under the age of 18 years)

Street Address _____ City _____ State/Province _____ Zip/Postal Code _____

Emergency Contact: _____ Phone # _____ or _____

I, the parent or legal guardian of the above named individual acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to allow my minor child to engage in activities involving the use of the Fitness Center, (the "UMM FITNESS CENTER") at the University of Maine at Machias (University) and in consideration of being permitted to use the UMM FITNESS CENTER do voluntarily execute this "Release and Assumption of Risk" on behalf of myself, his/her heirs; my heirs and next-of-kin, personal representatives and estate.
2. That I have been fully informed of the nature, scope and demands of the use of the UMM FITNESS CENTER, and I understand that such use may include activities which could be dangerous to my minor child and other participants and which could cause property damage, bodily injury and/or death. Such dangers, hazards and risks of this activity may include, but are not limited to, injuries inflicted by the following: Abrasions, entanglements, and other injuries resulting from activities within the UMM FITNESS CENTER including but not limited to injuries caused through inappropriate technique or overuse including but not limited to tendonitis, strains, sprains, abrasions, bruises, dislocation, joint swelling, muscle aches, and fractures, other harm and injury, including but not limited to, drowning, shortness of breath, light headedness resulting from increased heart rate, increased blood pressure, heart attack, and other injuries from strenuous physical activity.
3. That the University has informed me that there may be dangers and hazards inherent to participants at the UMM FITNESS CENTER because of the activities involved, and that I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to my minor child or which he/she may suffer or cause to others and for all damages or loss to any personal property owned by him/her or damaged by him/her, while participating at UMM FITNESS CENTER. I agree to indemnify, hold harmless and release the University, the University of Maine System, its Trustees, faculty, employees, volunteers and agents from and against any and all claims, demands, actions or causes of action, on account of damage or loss to his/her personal property, his/her personal injury or death, or the bodily injury, death or damage to personal property of others caused by him/her, which occur or result directly or indirectly from his/her participation at and the use of the UMM FITNESS CENTER, **INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, DAMAGES, DEMANDS, ACTIONS OR CAUSES OF ACTION RESULTING FROM THE NEGLIGENCE OF THE UNIVERSITY, THE UNIVERSITY OF MAINE SYSTEM, ITS TRUSTEES, FACULTY, AGENTS, EMPLOYEES OR VOLUNTEERS.**
4. I understand that before my child starts any exercise program, I should consult with a physician. I declare that he/she is able to physically withstand and cope with the indicated rigors of the activities at the UMM FITNESS CENTER with or without a reasonable accommodation. If an accommodation is needed, I will contact UMM FITNESS CENTER staff.
5. This "Release and Assumption of Risk" shall be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, unenforceable or illegal, the remainder shall continue in full force and effect.

I declare that I completely understand and have fully informed myself of the terms and conditions of this "Release and Assumption of Risk" by having read it, or having it read to me, before signing and I intend to be fully bound thereby. This "Release and Assumption of Risk" shall remain in effect from the date hereof and on every occasion that my minor child participates at the UMM FITNESS CENTER. I acknowledge and accept responsibility for my minor child's personal actions. I understand and accept that failure to comply with the UMM FITNESS CENTER safety policies and procedures may result in suspension and/or termination of my minor child's access privileges to UMM FITNESS CENTER. In consideration for my child's use of UMM FITNESS CENTER, I acknowledge that I agree that my minor child will abide by the UMM FITNESS CENTER policies as posted in the UMM FITNESS CENTER area. (Policies also available in individual printed format, copies available at the front desk.)

Signature of Parent or Legal Guardian

Agreed to ____/____/____
Month Day Year