



We thank you for your interest in our facilities and programs. Because your safety and health is our first concern we request your understanding and cooperation in reading and signing the following statements. PLEASE TAKE YOUR TIME READING THIS AND ASK ANY QUESTION YOU MAY HAVE. THIS IS A LEGALLY BINDING LIABILITY RELEASE, WAIVER, EXPRESS ASSUMPTION OF RISK, INDEMNIFICATION, AND COVENANT NOT TO SUE (the "Release") THAT AFFECTS YOUR LEGAL RIGHTS.

I, the undersigned, hereby expressly and affirmatively state that I wish to participate in Muskegon Community College's Continuing Education Health and Wellness Center Fitness Course. I realize that my participation in this activity involves risks of injury and even the possibility of death. I also recognize that there are many other risks of injury, including serious disabling injuries, which may arise due to my participation in this activity and that it is not possible to specifically list each and every individual injury risk. However, knowing the material risks and appreciating, knowing, and reasonably anticipating that other injuries and even death are a possibility, I hereby expressly assume all of the delineated risks of injury, all other possible risk of injury, and even death which could occur by reason of my participation.

I subjectively understand the risks of my participation in various activities or in the use of equipment, and knowing and appreciating these risks, I voluntarily choose to participate, assuming all risks of injury and death which may arise due to my participation. I further acknowledge that my participation in the activities and use of equipment is completely voluntary and that it is my choice to participate and/or use equipment, or not to participate, as I see fit.

In consideration of being allowed to participate in the activities and programs provided through Muskegon Community College Health and Wellness Center and/or in the use of its facilities and equipment, I do hereby waive, release and forever discharge Muskegon Community College, Muskegon Community College Health and Wellness Center, and all of its elected and appointed officials, directors, officers, agents, employees, students, agents and their respective successors and assigns, and all others from any and all responsibility or liability for injuries or damages, whether foreseen or unforeseen, resulting from my participation and any activities with Muskegon Community College Health and Wellness Center.

I do also hereby release all of those mentioned, and any others acting upon their behalf, from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, or in any way arising out of or connected with my participation in any of the contemplated activities or in the use of equipment through Muskegon Community College Health and Wellness Center or otherwise.

I understand and am aware that strength, flexibility and aerobic exercise including the use of equipment is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I do further 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 and programs provided through Muskegon Community College Health and Wellness Center.

I acknowledge that I have either had a physical examination and have been given my physicians' permission to participate, or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities or in the utilization of equipment without that approval.

I understand that I am personally responsible for any and all hospital and medical expenses that may arise out my participation in any activities or use of any facilities and equipment through Muskegon Community College Health and Wellness Center. I acknowledge that Muskegon Community College Health and Wellness Center does NOT provide any health, accident or life insurance of any kind for my protection and Muskegon Community College Health and Wellness Center is not responsible for any costs arising out of my participation in any activities or use of any facilities and equipment at Muskegon Community College Health and Wellness Center.

I agree to indemnify and hold the Muskegon Community College Health and Wellness Center, its elected and appointed officials, directors, officers, agents, employees, students, agents and their respective successors and assigns, harmless from any loss, liability, damage or cost that the Muskegon Community College Health and Wellness Center may incur due to my participation in or use any of the facilities, services or equipment of Muskegon Community College Health and Wellness Center.

I expressly agree that this Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement is intended to be as broad and as inclusive as permitted by the law of the State of Michigan, and that if any portion of this agreement is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the agreement shall continue in full force and effect. I understand that the terms and conditions of this release are contractual and not a mere recital, and that I have signed this document voluntarily and of my own free will.

By signing, I acknowledge that I have read, understood, and agree to the uphold the Terms and Conditions of the Muskegon Community College Health & Wellness Center

Print Name: _____

Sign Name: _____ Date: _____