

# UNIVERSITY FITNESS AT THE BIOPARK

RECREATION & WELLNESS SERVICES – UNIVERSITY OF MARYLAND, BALTIMORE

## WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Participant's Legal Name: \_\_\_\_\_ Age: \_\_\_\_\_

### Waiver of Liability

In consideration of permission to use the property, facilities, staff, equipment, services, and programs of the University Fitness at the BioPark ("UFB") and the Recreation & Wellness Services Department ("RWS"), I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, and discharge** the University System of Maryland, the University of Maryland, Baltimore, UFB, RWS, and Wexford UMB 2, LLC ("Landlord"), and their regents, directors, officers, employees, and agents from liability from any and all claims, including but not limited to negligence, claims of physical or mental injury, illness (including death), and property loss arising from participation in UFB and RWS activities, classes, and observation, and use of UFB facilities, premises, and equipment.

**Initial:** \_\_\_\_\_

### Assumption of Risk

Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. UFB and RWS have facilities for, and provides for, activities such as weight lifting, running, aerobic activities, group fitness, classes, instructional, outdoor adventure, and sporting activities. Some of these involve strenuous exertions, some involve quick movements, and others involve sustained physical activity which places stress on the cardiovascular system. Specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; (3) catastrophic injuries including paralysis and death. I understand the risks that are inherent in activities made possible by UFB and RWS. I agree that my participation is voluntary and **I knowingly and freely assume all such risks**, both known and unknown, even if arising from the negligence of UFB, RWS, or others, and I assume full responsibility for my participation.

**Initial:** \_\_\_\_\_

### Indemnification and Hold Harmless

**I agree to indemnify and hold harmless** the University System of Maryland, the University of Maryland Baltimore, UFB, RWS, Landlord, and their regents, directors, officers, employees, and agents, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, for claims related to my involvement at UFB, RWS, or in UFB or RWS sponsored activities.

**Initial:** \_\_\_\_\_

### Severability

I agree that this Waiver of Liability, Assumption of Risk, and Indemnification Agreement may be broadly construed in favor of UFB and RWS as permitted by the law of the State of Maryland and that if any portion of this Agreement is held invalid, the balance shall continue in full legal force and effect.

**Initial:** \_\_\_\_\_

### Acknowledgment of Understanding

I certify that I am at least eighteen (18) years of age, and that I have read and I understand this Agreement as indicated by my initials above and my signature below. I acknowledge that I am signing this Agreement freely and voluntarily, and **intend by my signature to provide a complete and unconditional release of all liability**. If I do not agree to any of the terms of this Agreement, I understand I do not need to sign it, and I may forego participating in the facilities and activities of UFB and RWS as the alternative.

READ AND UNDERSTOOD:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Attention - If the person is under 18 years of age:** The Applicant is under 18 years of age; he or she must also have a Parent or Guardian's signature to participant. This entire form is Read and Understood by the Parent/Guardian.

**Parent/Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_