

Ringling College of Art and Design

Recreation and Wellness Department Acknowledgement of Risk and Waiver of Liability

In consideration of being permitted to participate in the activities and programs of the Ringling College Recreation and Wellness Department, and to use its facilities, equipment, and machinery, I do hereby release, waive and forever discharge Ringling College of Art and Design ("Ringling College"), Ringling College Board of Trustees, its officers, employees, agents and members, and the Recreation and Wellness Department ("R & W Department"), from any and all actions, damages, claims or demands which I, my heirs, personal representatives, executors, administrators or assigns may have against any and all of the aforementioned for any and all personal injuries, accidents or illnesses (including death), known or unknown, which I have or may incur by participation in the above stated facilities, activities and programs and for all damages and loss to my property.

I understand that my participation in these activities is voluntary, and these activities involve inherent risks including but not limited to, equipment failure, negligent participation of others, overexertion, exhaustion, nausea, dehydration, fractures, muscle, tendon and ligament cramps, strains or injury, changes in blood pressure, heart failure, stroke and even the possibility of paralysis and death. I understand the risk of injury from these activities and using any of its facilities and equipment is significant, including the potential for permanent paralysis and death, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that at times this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and other products and machines and exercising alone without the aid and presence of R & W Department staff on the premises. In addition, I acknowledge that R & W Department activities may include outdoor activities which may present additional risks, such as slippery surfaces, uneven surfaces, loose rock or gravel, and unseen roots and other items. I realize that I am responsible for any injuries to persons or property which may be incurred in connection with my participation. I hereby acknowledge that I am under the care of the routine care of a physician and obtain a physical at least once annually and that my physician has not advised against my participation and if at any time in the future I am advised not to participate, I will cease doing so.

I also agree to indemnify and hold harmless Ringling College, its Board of Trustees, the R & W Department and their agents and employees from any and all injuries, costs, damages, liabilities and losses that they may incur due to my participation and use of the facilities.

I further expressly agree that the foregoing acknowledgment of risk and waiver of liability is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, the undersigned, am at least 18 years of age and declare myself to be physically sound. I have read this Acknowledgment of Risk and Waiver of Liability and fully understand its terms. I execute it voluntarily and with full knowledge of its significance. I understand that I may ask questions or request further explanation or information about the activities, facilities, programs or services offered by the Ringling College R & W Department and hereby agree to abide by all

policies, rules, and regulations of Ringling College and the R & W Department. Please use this link to review the full set of fitness center rules: <https://info.ringling.edu/fitness-center>

Print Name: _____ Signature: _____

Universal ID #: _____

Date: _____