

PERSONAL FITNESS TRAINING AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of permission to participate in the personal fitness training program with University Recreation at Austin Peay State University and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I hereby waive, release and forever discharge the State of Tennessee, Tennessee Board of Regents, Austin Peay State University, University Recreation, and its officers, agents employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages resulting from or arising out of my participation in any activities or my use of equipment or machinery in the above-mentioned facilities. I also hereby release the above-mentioned and any others acting upon their behalf from any responsibility or liability for injury or damage to myself, including that caused by the negligent act or omission of any of those mentioned above or others acting on their behalf or in any way arising out of or connected with my participation in activities of University Recreation or the use of any equipment at Austin Peay State University.

Please Initial _____

2. 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, such as bruising, muscle strains, joint sprains, paralysis and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

Please Initial _____

3. I hereby 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 of University Recreation or use of equipment or machinery except as hereinafter stated. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and the use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have had a physical examination and have been given a physician's permission to participate, or that I have decided to participate in activities and/or use of equipment and machinery without the approval of my physician, and hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery as such.

Please Initial _____

4. Also, I agree that if the University Recreation fitness trainer requests that I meet with my personal physician prior to beginning assessment and/or activity sessions that I will do so. Furthermore, my failure to meet with my personal physician will relieve the State of Tennessee, the Tennessee Board of Regents, Austin Peay State University, University Recreation and its employees from any and all liabilities, damages and injuries that I may incur.

Please Initial _____

Date Client's Name Client's Signature

Date Witness Name Witness Signature