



University Physicians' Association, Inc.

1. In consideration of gaining membership and being allowed to participate in the voluntary activities and programs of the UPA Fitness Center ("UPAFC") and to use its facilities, equipment and machinery, in addition to the payment of any fee or charge I do hereby waive, release and forever discharge University Physicians' Association, Inc., and its directors, officers, agents, employees, representatives and all others acting on their behalf (hereinafter collectively "Releasees") from any and all responsibilities or liability for any and all injury, illness, damage or loss that may occur to me or my property as a result of my participation in any activities at UPAFC or my use of any equipment or machinery at UPAFC. I do also release all Releasees from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any Releasee, in any way arising out of or connected with my voluntary participation in any activities at UPAFC or my use of any equipment or machinery at UPAFC.

2. I understand that part of the risk involved in undertaking any exercise activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in that activity. I understand further that strength, flexibility and aerobic exercise, including the use of equipment and machinery, is a potentially hazardous activity and involves a risk of injury and even death. I agree that my participation in all activities, programs and services provided at or by UPAFC is strictly voluntary, with knowledge of the dangers involved and at my own risk. I hereby agree to expressly assume and accept any and all risk of injury, illness, damage or loss that might result, including death. I also agree to assume all risk of damage, loss or theft to or of any of my personal property.

3. I do 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 UPAFC or use of UPAFC equipment or machinery. I acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician regarding physical activity, exercise and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I also acknowledge that I have either had a physical examination and have been given my physician's permission to participate in these activities or that I have decided to participate in these activities and/or use equipment and machinery without the approval of my physician and do hereby assume all responsibility for my voluntary participation in the activities offered at or by UPAFC and for my utilization of any equipment and machinery in connection with these activities.

4. I understand and acknowledge that UPAFC will not have a staff member on site and expressly assume and accept all risk and responsibility for any injury or death related to my use of UPAFC at such time. I further agree to conduct myself in a safe and responsible manner at all times when participating in activities or utilizing equipment and machinery at UPAFC.

I HAVE READ AND VOLUNTARILY SIGNED THIS AGREEMENT AND RELEASE OF LIABILITY AND ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Signature: _____ Date: _____

Print Name: _____