

**Personal Training 2009-2010 ST. CLOUD STATE UNIVERSITY
WAIVER OF LIABILITY, INDEMNIFICATION, and RELEASE
READ CAREFULLY BEFORE SIGNING**

I, _____, recognize that presence at and involvement with the Campus Rec Personal Training Staff has a certain degree of risk, and I knowingly and voluntarily assume the risk, whether expected or unexpected, of any injuries regardless of severity, including death, and all risk of damage to or loss of property which I may incur due to any act of negligence or accidental occurrences while I am participating in Personal Training activities. I voluntarily assume the risk of any and all means of transportation utilized in relationship to Personal Training activities. I am not required to participate in this event/activity. My participation is wholly voluntary.

I am aware of the dangers and the risks to my person and property involved in participating in this event/activity. Risks associated with my participation in this event/activity include, but are not limited to, injury.

All such risks are known and understood by me:

I agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University, the Minnesota State Colleges and Universities, the State of Minnesota, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) ("Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Rec Wellness Yoga whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees;
2. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, the Minnesota State Colleges and Universities, and the State of Minnesota, and their employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Campus Rec Personal Training Services.

I agree that should I knowingly or unknowingly engage in conduct which the university deems to be incompatible with the interest, harmony, comfort, and welfare of the other Fitness Center participants and/or local community members, the university has the right to terminate my participation in Campus Recreation activities with no refund of monies paid. In the event of termination, I agree to immediately leave the Fitness Center and that upon such departure the university terminates any and all relationships and responsibilities for my subsequent travels and activities; if I am a minor, I agree that the university will send me home at the expense of myself, my parent(s) or my guardian(s).

I hereby grant the university full authority to take whatever actions they may consider warranted under the circumstances concerning my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken in connection therewith.

In the event that I am incapable of seeking and/or consenting to medical attention, I place within the discretion of the university the decision to seek and authorize any and all professional medical attention and/or services except the withholding or withdrawal of life sustaining procedures, as well as transportation by any conveyance to the closest medical facility deemed adequate by the university. I agree to be financially responsible for any and all expenses related to medical treatments as well as travel to receive medical treatment.

I verify that I have informed the university of any existing medical conditions that might require treatment, require accommodation for participation in Personal Training activities, or about which medical personnel should be informed.

I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A.; and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. I agree that this Agreement is to be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

SIGNED: _____ DATE: _____

NOTICE: Individuals under 18 years of age must have release co-signed by their parents or guardians.

PARENT OR GUARDIAN: _____ DATE: _____

EMAIL: _____

7/08/2008 MNSCU Approved