

Ithaca College Robert R. Colbert Wellness Clinic
LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND
BEFORE SIGNING IT**

1. I understand that Ithaca College does not require my participation in the activities and programs of the Robert R. Colbert Wellness Clinic or the use of facilities, equipment, and services, all hereinafter referred to as "Activity." *(Please initial _____)*
2. I have been informed, understand, and am aware that Activity is potentially hazardous. I also have been informed, understand, and am aware that Activity includes but is not limited to the risk of bodily injury, including disability, serious or mortal injury, delay, property damage, accident, sickness, acts of terrorism, government intervention and acts of God, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding, and appreciation of the dangers involved in Activity. I hereby agree to expressly assume and accept any and all risks of injury or death. *(Please initial _____)*
3. In consideration of my participation in the Activity, I agree that in addition to the payment of any fee or charge, and knowing the dangers and hazards, on behalf of myself, family, heirs, personal representatives or administrators, I agree to assume any and all risks and responsibilities for participation in Activity, the transportation, and actions undertaken as an adjunct thereto. I release, waive, discharge, and covenant not to sue the Robert R. Colbert Wellness Clinic and Ithaca College, its board, officers, employees, agents, and students acting as employees (hereafter called "Releasees") from any and all harm, claims, damages to my person and/or property, and injury related to loss and liability, arising out of or connected with my participation in the Activity and the use of any equipment at various sites, including home, provided by and/or recommended by Robert R. Colbert Wellness Clinic, whether caused by negligence of Releasees, while in, on, upon, or in transit to or from premises or adjunct to Activity. *(Please initial _____)*
4. I understand and agree that Releasees have no medical personnel at Activity site and that Releasees are granted permission to authorize emergency medical or dental treatment if necessary; such action shall be subject to terms of this Agreement. I agree that Releasees assume no responsibility for injury, cost, or damage for my medical or dental treatment. *(Please initial _____)*
5. In signing Release, I acknowledge that I have fully informed myself of the waiver's contents and agreement by reading before signing and I sign of my own free act and deed; no oral representations, statements, or inducements, apart from this written statement, have been made. I understand Ithaca College does not require participation in Activity, but I want to do so despite possible dangers, risks and this Release. I state that I am at least eighteen (18) years of age and fully competent to sign Agreement or to sign as a minor with legal guardian co-signing. I execute this release for full, adequate, and complete consideration, intending to be bound by same. *(Please initial _____)*
6. 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 Activity including use of equipment or machinery. I acknowledge that it has been recommended by the Robert R. Colbert Wellness Clinic that I have yearly or more frequent physical examinations and consultations with my physician as to physical activity, exercise, and use of exercise equipment. I acknowledge that I have either had a physical examination and have been given my physicians permission to participate, or that I have decided, despite the above recommendation, to participate in the exercise activities, programs, and use of equipment, the Activity, without approval of my physician and do hereby assume any and all responsibility for my participation in said Activity. *(Please initial _____)*
7. I understand that Colbert Wellness Clinic's provision and maintenance of an exercise/fitness program for me does not constitute an acknowledgement physiological well being, or a medical opinion relating thereto. *(Please initial _____)*.

I agree this Release shall be construed in accordance with NY State law. If any term or provision of this Release is held illegal, unenforceable, or in conflict with law governing this Release the validity of the remaining portions shall apply.

IN WITNESS WHEREOF, I have executed this release this ____ day of _____, 20__.

CLIENT PRINTED NAME _____ CLIENT SIGNATURE _____

TRAINER/WITNESS PRINTED NAME _____ WITNESS SIGNATURE _____