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**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,**

**AND INDEMNIFICATION AGREEMENT (“AGREEMENT”)**

In consideration for allowing me to participate in \_\_\_\_\_H-FIT 163\_\_\_\_\_\_\_\_\_ (the “Class”) I, for myself, heirs, executors and assigns:

1. Understand that any form of exercise and instruction is a potentially hazardous activity which could pose a risk and danger of serious bodily injury (“Risks”). These Risks may be caused by the actions or inactions of others participating in the Class, the condition in which the Class takes place, or the negligence of the Released Parties named below; and there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of participation in the Class.

2. Represent that I am in good health, medically fit and able to participate in the Class.

3. Consent for emergency medical treatment to be given and acknowledge that I will be responsible for the cost of such treatment.

4. Hereby release, discharge, covenant not to sue, and agree to indemnify and hold harmless, American University, and its administrators, directors, officers, agents, employees, and volunteers, (“Released Parties”) from all liability, claims, demands, or losses of any kind on my account related in any way to my participation in the Class, including any such claims which allege negligent acts or omissions of the Released Parties.

I have read this Agreement carefully, fully understand its terms, acknowledge that I have given up substantial rights by signing it, and that I sign the Agreement of my own free will and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

**Brooke Wheeler**

Name of Participant

2844 Wisconsin Ave Washington DC 17566

Street address City State Zip Code

Melissa Wheeler 717-419-1950

Telephone/Emergency Contact Number



1/10/22



Signature of Participant Date