

**WAIVER AND RELEASE OF LIABILITY, COVENANT NOT TO SUE**

The Emory University Blomeyer Health Fitness Center (the "Fitness Center") offers the opportunity to participate in a wide variety of recreational and fitness activities and programs ("Fitness Activities"). All participants, however, should be aware that attendance at, or use of, the Fitness Center, use of the Fitness Center's health or advisory services or participation in any Fitness Activities, including without limitation use of the Fitness Center's equipment and facilities and participation in Fitness Activities involve substantial risks of bodily injury, property damage, and other dangers associated with participating in such activities. Dangers peculiar to Fitness Activities normally engaged in include, but are not limited to, broken bones, strains, sprains, bruises, concussion, and heart attack. Each participant attending or using the Fitness Center, using the Fitness Center's health or advisory services, or participating in Fitness Activities should realize that there are risks, hazards, and dangers inherent in such activities.

I understand that the Fitness Center recommends that I be examined by my physician before joining the Fitness Center, especially if I have a history of heart disease, and that I consult with my physician regularly during the time that I am engaging in Fitness Activities. I acknowledge that the employees of the Fitness Center are not licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

It is the responsibility of each participant to participate only in those Fitness Activities for which he/she has the prerequisite skills, qualifications, preparation, and training. The Releasees (as defined below) do not warrant or guarantee in any respect the competency or mental or physical condition of any instructor or individual participant in any Fitness Activity. The Releasees also do not warrant or guarantee in any respect the physical condition of any of the equipment used in connection with any Fitness Activity.

I hereby acknowledge and agree that attendance at, or use of, the Fitness Center, using any of the Fitness Center's health or advisory services, or participation in Fitness Activities involves an inherent risk of physical injury and/or damage to property. IN CONSIDERATION FOR BEING PERMITTED TO ACCESS THE FITNESS CENTER, USE THE FITNESS CENTER'S HEALTH OR ADVISORY SERVICES AND PARTICIPATE IN THE FITNESS ACTIVITIES AND FOR THE BENEFITS RECEIVED FROM PARTICIPATION IN THE FITNESS ACTIVITIES, I VOLUNTARILY ASSUME ALL RISKS OF DAMAGES OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR BY MY PROPERTY WHILE ATTENDING OR USING THE FITNESS CENTER, USING ANY OF THE FITNESS CENTER'S HEALTH OR ADVISORY SERVICES OR PARTICIPATING IN A FITNESS ACTIVITY.

**RELEASE, COVENANT NOT TO SUE AND WAIVER**

For the sole consideration of being allowed to attend and use the Fitness Center, use any of the Fitness Center's health or advisory services or participate in the Fitness Activities for which, or in connection with which, Emory University and/or Corporate Sports Unlimited, Inc. has made available any equipment, facilities, grounds or personnel for such activities, I hereby agree to release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, and on behalf of myself and my heirs, representatives, executors, administrators and assigns do hereby release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, Emory University, Corporate Sports Unlimited, Inc. and their trustees, directors, officers, agents, employees, students and volunteers ("Releasees") of any and for all claims, demands, rights, liabilities, losses, expenses, and causes of action of whatever kind or nature (with the exception of gross negligence or willful misconduct), including but not limited to negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from participation in, or in any way connected with or arising out of my attendance at or use of the Fitness Center, any of the Fitness Center's health or advisory services or my participation in any Fitness Activities. Further, I hereby release and discharge the Fitness Center from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers.

I HEREBY WARRANT THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE RELEASES RELEASEES FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS.

I understand that this Release of Liability, Covenant Not to Sue, and Assumption of Risk ("Release") shall be effective unless and until Fitness Center receives written notice of revocation from me, which notice must be sent to the address listed above. I expressly agree that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles.

_____ Date	_____ Name of Participant
_____ Address of Participant	_____ Phone of Participant
_____ Age of Participant	_____ Signature of Participant