

## **INFORMED CONSENT WAIVER AND RELEASE**

I, the undersigned desire to use certain exercise facility and equipment (the "Activity Center") which is located on the campus of Linn State Technical College, One Technology Drive, Linn, Missouri.

I, the undersigned, wish to participate in fitness programs and other programs and activities as offered by the Activity Center. I certify and warrant that I am physically able to participate in any activity in which I will take part. I have a reasonable basis for this opinion due to examination and/or consideration with my physician.

I also certify and warrant that I will use good judgment while exercising and will not overexert. I recognize that I am responsible for knowledge of my own state of health and the determination whether participation in certain activities are medically appropriate for me.

I realize that any time one engages in physical activity there are inherent dangers. I therefore accept any and all responsibility and assume the risk of any and all injury or damage to my person which may arise, whether directly or indirectly as a result of my participation in the fitness center. I hereby release and hold harmless from any liability whatsoever the Activity Center and those associated with it as defined below.

I also agree to abide by the rules and regulations as established by the ownership and management of the Activity Center with the understanding that violation of such rules may result in withdrawal of my privilege to utilize the facility.

I understand the Activity Center is owned and operated by a state college and that it may have certain immunities from legal claims because of its governmental status. I understand and agree that nothing in this agreement is intended to, nor should be interpreted as, a waiver of any those immunities.

**I understand and agree that by signing this agreement I am releasing any right to make any claim, now or in the future, for damages or any other relief against the Activity Center even if the claim arises from an injury or damage caused, or alleged to have been caused, by the negligence of the Activity Center. I further agree that I will defend and indemnify the Activity Center from any claim brought by me or on my behalf or through my rights. The term "Activity Center" as used in this paragraph and throughout this agreement includes, but is not limited to, the Regents of Linn State Technical College, its officers, staff, employees, agents and any other person acting at their direction or on their behalf.**