



### ATHLETIC & FITNESS CENTER WAIVER

In consideration of my being permitted to use the facilities of the Athletic and Fitness Center at New Jersey City University, (hereafter collectively referred to as the "Facilities"). I hereby voluntarily assume any and all risks of personal injury arising either directly or indirectly out of utilizing the Facilities, services and programs. The Participant, for himself (herself) and on behalf of his (her) executors, administrators, heirs and assigns, does hereby voluntarily remise, release, and forever discharge the Trustees of New Jersey City University; It's successors, assigns, officers, students, employees, and agents (hereinafter referred to as the "releasees") from any and all liability to the Participant. . . for any loss or damage, and any claim or demands therefore on account of injury to the person or damage/loss of property or resulting in death of the Participant, whether caused by negligence of the releasees or otherwise, while the Participant is in, upon, or about the premises or any facilities or equipment therein.

The Participant hereby certifies that he (she) is in good physical condition and that a licensed physician has verified that his (her) physical condition is at a sufficient level to enable him (her) to use the facilities safely. The Participant agrees to follow all instructions, rules and regulations of the University regarding use of the facilities and understands that violation of any instruction, rule or regulation, or willful destruction of the facilities shall be sufficient grounds for the University to bar his (her) continued use of the Facilities.

The Participant further expressly agrees that the foregoing Intramural Waiver is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Participant has read and voluntarily Initials the Intramural Waiver, and further agrees that no oral representations; statements or inducement apart from the foregoing written agreement have been made.

Participation in the Universities' Intramural activities is on a voluntary basis. New Jersey City University and the Division of Athletics, Intramural and Recreational Services are not responsible for injuries received participating in these activities. The University advises all participants to be sure that some form of medical insurance cover them. Specific information regarding medical insurance may be obtained through the office of the Dean of students.

My ONLINE SUBMISSION or my SIGNATURE on this form affirm that I have read and fully understand the above.

*or return completed form to the Intramural Office in the Fitness Center*