

LOYOLA UNIVERSITY MARYLAND DEPARTMENT OF RECREATIONAL SPORTS FITNESS &
AQUATIC CENTER (FAC)

MEMBER CONTRACT AND RELEASE AGREEMENT

I agree that I am at least 18 years of age and have voluntarily applied to participate in Loyola University Maryland's Recreational Sports program and/or use its Fitness and Aquatic Center facilities. By my signature below, I acknowledge that participation in recreational sports activities and use of the Fitness and Aquatic Center facilities involves inherent risks that may result in personal injury, illness and even death, and I understand and appreciate the nature of such hazards and risks. I have voluntarily chosen to participate in Department of Recreational Sports programs and/or use the Fitness and Aquatic Center facilities and assume all such dangers and risks.

I agree that I am fully responsible for any child/children under the age of 18 affiliated with my membership as well as any spouse/partner/guest affiliated with my membership.

I understand and agree to abide by all policies and regulations of the Loyola Recreational Sports programs and facilities and that I am responsible to ensure that my child/children and any additional sub-members affiliated with my membership abide by the rules and regulations and recognize that membership privileges may be revoked with no fees refunded if violations occur. I have read a copy of the rules and regulations and understand that Loyola University Maryland may revise them from time to time. I agree to pay the fees associated with my selected membership and understand that fees for membership are subject to change at the discretion of the Department of Recreational Sports and that all fees are non-refundable. FAC policies can be found at www.loyola.edu/recsports.

I understand that use of the Fitness and Aquatic Center facilities and participation in various Recreational Sports activities may require a minimum level of fitness for safe participation. I also understand that Loyola Recreational Sports recommends a physical examination to determine one's level of fitness prior to participation. I understand that Loyola University Maryland does not screen, medically or otherwise, individuals to participate in its Recreational Sports activities and use its Fitness and Aquatic Center facilities. I understand that it is my sole responsibility to make certain that I am physically fit and healthy to participate in the activities and programs offered by Loyola University Maryland, Inc. in conjunction with its Recreational Sports department. I understand that Loyola University Maryland does not provide medical treatment. Further, I understand that Loyola Recreational Sports does not provide medical, health or other insurance to its Fitness and Aquatic Center members or program participants and their guests.

I certify that I am fully responsible for my participation in the Loyola Recreational Sports programs and use of the Fitness and Aquatic Center facilities. In consideration of the opportunity to participate and use the Fitness and Aquatic Center facilities and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I knowingly and voluntarily hereby forever RELEASE LOYOLA UNIVERSITY MARYLAND, INC., ITS TRUSTEES, OFFICERS, INSTRUCTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS AND AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY FOR BODILY INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY ANY REASON WHATSOEVER, resulting from my participation Loyola's Recreational Sports programs and activities and use of its Fitness and Aquatic Center facilities. Further, I expressly hereby forever RELEASE, DISCHARGE, AND HOLD HARMLESS LOYOLA UNIVERSITY MARYLAND, INC. FROM ANY CLAIMS OR LIABILITY FOR INJURY SUSTAINED AT THE FITNESS AND AQUATIC CENTER AS A RESULT OF ANY ACTS OF ACTIVE OR PASSIVE NEGLIGENCE on the part of Loyola University Maryland, Inc., its trustees, officers, instructors, employees, volunteers, or agents.

I HAVE READ THE ABOVE RELEASE AGREEMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

I agree that my electronic signature on this document is intended to authenticate this writing and to have the same force and effect as a manual signature.

Printed Name: _____ Birthdate: _____

Participant's Signature: _____ Date: _____