THE MASTER'S UNIVERSITY

FITNESS CENTER WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Participant Name:		**Cell Phone Number:**	
Home Address:			
Emergency Contact Name:		**Pass Start Date:**	
Emergency Contact Number:		**Pass End Date:**	
Relationship to Host:		**Fitness Center Approval:**	
Host Student/Employee:			

Waiver of Liability and Assumption of Risk: In consideration of being permitted to use the TMU Fitness Center, I acknowledge that participation in fitness, recreational, and related activities, including the use of exercise equipment and facilities, involves inherent risks that may result in property damage, injury, illness, paralysis, heart attack, stroke, death, or other losses. These risks include, without limitation, slips and falls, equipment failure or malfunction, improper use of equipment, overexertion, exposure to infectious diseases, medical emergencies, acts of other participants, and the absence of supervision during unstaffed hours. I voluntarily assume all such risks, whether known or unknown, foreseeable or unforeseeable, and accept full responsibility for my participation and use of the TMU Fitness Center.

Negligence Release: In consideration of being permitted to use the TMU Fitness Center, I, on behalf of myself, my heirs, personal representatives, successors, and assigns, hereby release, waive, discharge, and covenant not to sue The Master's University and Seminary, including its board members, directors, officers, employees, volunteers, and agents ("TMUS"), from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, illness, or death that may be sustained by me while participating in fitness, recreational, or related activities or while using the TMU Fitness Center and its equipment, including claims arising from the ordinary negligence of TMUS. I expressly acknowledge and agree that the TMU Fitness Center may be unstaffed or unsupervised during certain hours. I understand that no TMUS personnel may be present to provide instruction, supervision, assistance, first aid, emergency response, or medical care. I further understand that the absence of staff may increase the risks associated with using the facility and equipment, including delays in obtaining assistance in the event of an accident, injury, medical emergency, equipment malfunction, or other unforeseen circumstance. Accordingly, this release includes, without limitation, claims arising from the ordinary negligence of TMUS relating to the operation, maintenance, inspection, supervision, staffing, or lack of staffing of the TMU Fitness Center, the availability or unavailability of emergency assistance, and the use or condition of the facility and its equipment. This release is intended to be as broad and inclusive as permitted by applicable law and applies to all claims based on ordinary negligence. However, nothing in this release shall be construed to release, waive, or discharge claims arising from gross negligence, reckless conduct, or willful misconduct to the extent such claims cannot be released under applicable law.

Acknowledgement of Unsupervised Risk: I understand and acknowledge that the TMU Fitness Center may be unstaffed at certain times and that my use of the facility and equipment during such times is entirely unsupervised. I acknowledge that no TMUS personnel will be present to witness my activities, provide instruction on the proper use of equipment, or provide medical assistance or first aid in the event of an injury or emergency. I recognize that in the event of a medical emergency, such as a heart attack, stroke, or severe injury, life-saving assistance or medical treatment may be delayed or unavailable due to the unstaffed nature of the facility. I agree that I am solely responsible for monitoring my own physical condition and for securing my own emergency medical assistance (e.g., carrying a personal cell phone) if needed while using the facility.

Indemnification and Hold Harmless: To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless The Master's University and Seminary, including its board members, directors, officers, employees, volunteers, and agents, from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from my acts, omissions, conduct, violation of facility rules, or unauthorized actions while using the TMU Fitness Center, my participation in any activities, or my violation of any applicable rules or policies, except to the extent caused by the gross negligence or willful misconduct of TMUS.

Health Certification: I represent that I am physically capable of participating in fitness and recreational activities and have no medical condition that would prevent my safe use of the TMU Fitness Center. I understand that TMUS has not evaluated my fitness level or medical condition and makes no representations regarding my ability to safely participate.

Medical Release: I authorize TMUS staff or employees participating in the described activity to obtain any first aid or medical services which may be considered necessary or advisable in the event of illness or injury on my behalf. I further acknowledge and agree that I will be responsible for any medical costs that may be incurred as a result of such illness or injury and resulting medical treatment.

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Guest Conduct: I agree to comply with all TMU Fitness Center rules, posted policies, staff instructions, and applicable University regulations. I agree to read and strictly comply with all posted safety signage, equipment instructions, warning labels, and facility rules displayed throughout the TMU Fitness Center. I understand that these signs are intended to provide essential safety information and that my failure to follow them increases the risk of injury to myself and others. I further agree to abide by the standards of conduct set forth in The Master's University Student Code of Conduct, as published in the Student Handbook and other University policies. I understand that failure to comply with Fitness Center rules, University policies, staff instructions, or applicable conduct standards may result in immediate removal from the facility, suspension or revocation of Fitness Center access, loss of guest privileges, and/or other disciplinary action as determined by the University. Access to the Fitness Center is a privilege that may be restricted or revoked at the sole discretion of TMUS.

Commitment to Safety Rules and Working Alone: I agree to inspect all equipment for safety before use and to strictly follow all posted safety rules and guidelines. If I observe any hazardous condition or equipment malfunction, I will immediately cease use and notify TMUS. I acknowledge the increased risk of using the facility alone and am encouraged to exercise with a partner whenever possible.

Security and Unauthorized Access: I agree to use the facility's access system (keycard/code) only for my own personal entry and will not grant access to or 'piggyback' any other person into the facility. I shall not permit any unauthorized person to enter the facility using my access credentials and acknowledge that violation of this provision may result in immediate termination of access privileges. I understand that I am responsible for my own personal property and safety while in the facility and acknowledge that TMUS does not guarantee the security of the premises. I understand that TMUS is not responsible for the loss, theft, or damage of personal property brought into or left within the TMU Fitness Center.

Severability: I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect. This guest pass is non-transferable and may be suspended, revoked, or terminated at any time, with or without cause, at the sole discretion of The Master's University or Fitness Center staff.

Governing Law and Jurisdiction: Any dispute arising from this Agreement shall be brought exclusively in a state or federal court located in Los Angeles County, California.

Acknowledgment of Understanding: I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND AGREED TO BE BOUND THERBY. I CONFIRM THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL ACCEPTANCE OF ALL RISK TO THE GREATEST EXTENT ALLOWED BY LAW.

My signature below indicates that I am at least eighteen (18) years of age and that I have read and understand the above statements and intend to be legally bound by its terms.

_____ _____

Name Date

_____

Signature

IF PARTICIPANT IS UNDER THE AGE OF 18, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN HEREBY AGREES THAT, HAVING READ AND FULLY UNDERSTANDING THE PROVISIONS OF THIS AGREEMENT, AND AGREEING TO BE LEGALLY BOUND BY ITS TERMS, I AM VOLUNTARILY ALLOWING MY CHILD, _____, TO FULLY ATTEND THE ACTIVITY DESCRIBED ABOVE.

_____ _____

Name of Parent or Legal Guardian Date

_____

Signature of Parent or Legal Guardian