

Tuck Workout Facilities Waiver and Release of Liability

Please read this information before signing the waiver. After you have signed it, please return to Tuck Facilities, Tuck Hall, Room 12

Print - Last Name

Print - First Name

_____ **The facilities are for Tuck community members only. Tuck students, faculty, staff and partners have access to this facility.** These are not supervised facilities. There is a **red emergency phone** located by the door which is linked directly to Dartmouth's Safety and Security office. In case of emergency, please use this phone for assistance. Dartmouth College is not responsible if you are injured. Only individuals who have signed the liability waiver are permitted to use the facility. Under no circumstance should any person under 18 years of age use the facility. Young children in infant seats or strollers are NOT permitted. Your Dartmouth ID card is yours alone, and may not be used by anyone else to gain access to the work out facilities.

_____ Locker rooms are located along the hall from the workout facilities and are equipped with showers, changing stalls, and lockers. These lockers are for workout use only. You may store your personal items while using the workout facilities, but after your workout please remove all personal items from the locker room. Dartmouth College is not responsible for lost or stolen items. Gym users should not leave items of value unattended. There is a lost and found outside the student mailboxes. Items of value can be turned in to the Tuck Facilities Office. After hours, items may be turned in to Safety and Security. Please report any loss to the Tuck Facilities Office. Please contact the Tuck Facilities office at Tuck.Facilities@Dartmouth.edu if there is damage to the workout facilities.

_____ In consideration of gaining membership or being allowed to participate in the activities and programs of the Tuck workout facilities and to use its facilities, equipment, and machinery, I do hereby waive, release and forever discharge Trustees of Dartmouth College and its officers, servants, agents, employees, and volunteers (hereafter referred to as "releasees") and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned facilities or arising out of my participation in any activities at said facilities. I do also hereby release all releasees from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any releasees or others acting on their behalf or in any way arising out of or connected with my participation in any activities in the Tuck workout facilities or the use of any equipment in the Tuck workout facilities.

_____ I understand and am aware that strength, feasibility, and aerobic exercise, including the use of equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

_____ I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of the Tuck workout facilities or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examinations and consultations with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given any physician's permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician and hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

Signature

Date

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE DARTMOUTH IF YOU ARE INJURED WHILE PARTICIPATING IN THIS ACTIVITY. PLEASE READ CAREFULLY BEFORE SIGNING.