

## RSMAS Fitness Center

1/1/10

### Membership agreement of understanding and waiver and release of liability

In consideration of my membership in the Rosenstiel School Fitness Center, of which membership entitles me to the use of the Center's facilities, I acknowledge and/or agree to the following:

1. I have received a copy of the Policies and Procedures of the Center when I enrolled, however I agree to comply with and abide by the rules and regulations and any amendments there to which may be added hereafter to the Policies and Procedures or posted at the Center.
2. Membership in the Center entitled me access and use of its facilities. Fitness testing and evaluation, classes, locker rental, towel service and other activities that the Center may provide may not be included in my membership. Such activities and services are currently not included.
3. My membership in the Center cannot be transferred or assigned.
4. I understand that I must have a valid UM identification card to enter the Fitness Center.
5. I understand that my failure to use the Center's facilities will not relieve me of my obligation to pay for my membership.
6. I understand that the Center may be closed to members and guests upon occasion, with prior notice, for maintenance and select University-related events. Memberships will not be credited or extended for any closures.
7. I understand that my membership in the Center can be terminated or canceled by the Center at any time, with or without cause, and that I may not be entitled to refund of my membership upon such termination or cancellation.
8. I understand that, if eligible, I may utilize the RSMAS Fitness Center and will abide by the Policies and Procedures that govern the Center.

By signing this Agreement of Understanding, I represent that I have had an opportunity to inspect the Center's facilities and that I am physically able to undertake physical activities.

**NOTICE TO MEMBER: please read the following language carefully before signing this agreement.**

### WAIVER AND RELEASE OF LIABILITY

I agree that the RSMAS Fitness Center, the University of Miami, its Board of Trustees, officers, agents and employees shall not be responsible for injury, death or loss of property which may directly or indirectly result from my activities at and use of the Center's facilities for any reason whatsoever, including negligence on the part of the Center, the Rosenstiel School, the University of Miami, its Board of Trustees, officers, agents or employees.

Furthermore, I hereby release, waive, and discharge the Center, the Rosenstiel School, the University of Miami, its Board of Trustees, officers, agents and employees from and for any and all liability, present or future, to me, my personal representative, assigns, heirs and next of kin for any injury, loss or property damage which may result from my presence or participation in activities at the Center or use of the Center's facilities for any reason whatsoever; including the negligence of the Center, the Rosenstiel School, the University of Miami, its Board of Trustees, officers, agents and employees.

I hereby expressly agree that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion hereof is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be Miami-Dade County, Florida.

I confirm that I am of legal age and am freely signing this Agreement and Waiver and Release of Liability. I have read this form and fully understand that by signing it, I am giving up legal rights and/or remedies which may be available to me for the negligence of the Center, the University of Miami or any of the parties listed above. I also acknowledge have received a completed signed copy of this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
Member's signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Facilities Administration Signature

\_\_\_\_\_  
Print Name

Payment: Cash \_\_\_ Check# \_\_\_\_\_

Date: \_\_\_\_\_

1/1/09