

SALISBURY UNIVERSITY
ASSUMPTION OF RISK, LIABILITY WAIVER, RELEASE AND INDEMNIFICATION

This is a legally binding document. I desire to participate in a Salisbury University ("University") Program or use of the services, facilities and equipment at the University, to include a fitness and/or class offered by a certified fitness instructor ("Activity"). I fully understand and appreciate the dangers, hazards and risks inherent in the Activity, which dangers include but are not limited to physical or mental injury or death.

1. **Assumption of Risk and Waiver of Liability.** I, the undersigned, on behalf of myself, my heirs, successors, assigns and personal representatives, acknowledge and fully understand that I will be engaging in activities that include the risk of injury, including death, resulting not only from my actions, inactions or negligence, but the actions, inactions or negligence of others. These risks include, but are not limited to, equipment used during the Activity, conditions that exist on the premises, and other risks that may not be known to me or are not reasonably foreseeable. I understand and knowingly agree to assume the risk for participation in such activities. I hereby release and forever discharge the University, the University System of Maryland ("USM"), the State of Maryland and its employees, agents, officers, trustees and representatives ("Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death), I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Activity and/or any travel incident thereto, except for such damages or injury as may be caused by the gross negligence or actual malice of Releasees.
2. **Statement of Indemnification:** I understand that, although the University has made every reasonable effort to assure my safety while participating in the Activity, there are unavoidable risks and I hereby voluntarily agree on behalf of myself, my heirs, successors, assigns and personal representatives, to indemnify, defend and hold harmless all Releasees (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with my participation in the Activity or any travel incident thereto unless due to the gross negligence or actual malice of Releasees.
3. **Participation:** The University strongly encourages participants to consult with a physician before participating in any physical activity to determine any potential conditions that may adversely affect participation. The University strongly recommends that all participants have a medical insurance policy that will cover injuries and illnesses that may occur due to participation in or use of University Athletic programs, services, facilities, and equipment. I attest that I am physically and emotionally able to participate in this Activity. I understand that the University will not determine my level of readiness to participate. I attest that I have had the opportunity to ask any questions that I have concerning the program/Activities.

4. **Removal from Activity.** The University reserves the right to decline to accept or allow me to remain in the Activity at any time should my actions or general behavior impede the operation of the Activity or the rights or welfare of any person. Should my conduct violate any state or federal law or University policy, I may be required to leave the Activity at the sole discretion of the University's employees, representatives, or agents.
5. **Cancellation of Activity.** I understand that although the University will attempt to maintain the Activity as described in its publication, it reserves the right to make changes at any time and for any reason, with or without notice, and that the Releasees shall not be responsible or liable for any loss whatsoever to participants by reason of any such cancellation or change. The right is reserved by the University, in its sole discretion, to cancel the Activity or any aspect thereof if the University determines or believes that any person is or will be in danger if the program/Activity or any aspect thereof is continued.
6. **Governing Law.** I agree that this Assumption of Risk, Liability Waiver, Release and Indemnification Agreement is to be construed, interpreted and enforced under the laws of the State of Maryland and any dispute shall be adjudicated in a court of competent jurisdiction in Wicomico County, MD; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.
7. **Waiver of Legal Rights.** I have signed this Agreement in full recognition and appreciation of the dangers, hazards and risks of such activities, and I represent that my participation in the Activity is wholly voluntary. By signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily. I certify that I am at least 18 years of age and that this form is a condition of participation in the Activity.

Printed Name

Signature

Date