

Fitness Center  
University of Rochester Medical Center  
Non-Member Usage Agreement

<b>Office use only</b>
Purpose _____
Date Pd _____

In consideration of being granted admittance in the URMFC Fitness Center (“Center”), I hereby:

1. Agree to make myself familiar and comply with all rules and regulations of the Center, and to make myself aware of any changes. I understand that the Center has the right to terminate my usage if I fail to comply, or if I fail to follow the instructions of the Center’s personnel. I understand that in the event of such termination, fees will not be refunded.
2. Agree that prior to participating, I will obtain instruction in the safe use of equipment and will inspect the equipment and facilities for dangerous conditions. I further agree that I will not participate in any activity or use equipment that I believe to be beyond my capabilities, and that I will report any dangerous or unsafe equipment to the Center’s personnel.
3. Understand that I will be engaging in activities that involve the risk of serious injury, including permanent disability and death, which might result not only from my own action or inaction, but also from the action or inaction of others, the rules of play, or the condition of premises or equipment. I acknowledge that there may be other risks not known to me or foreseeable.
4. Affirm that I am in good health and able to use the equipment provided and participate in the activities sponsored by the Center. I understand that it is my responsibility to consult with a physician prior to executing this release regarding any past or present illness or condition affecting my ability to participate in programs sponsored by the Center and to restrict my participation in accordance with my physician’s recommendations.
5. Understand that under no circumstances am I entitled to a refund of monies paid for membership, rentals, services and programs.
6. Grant permission, in the event of an injury, to have a doctor, nurse, athletic staff, or medical emergency personnel provide me with emergency medical treatment and agree that I will bear any costs associated with such treatment.
7. Release, waive, discharge, and covenant not to sue the University of Rochester, its employees, instructors, trainers, or agents for any and all claims, demands, losses, or damages on account of injury, including permanent disability and death, or damage to property caused or alleged to be caused, in whole or in part by the negligence of the releasers or otherwise.

I HAVE READ THE ABOVE AGREEMENT, INCLUDING THE WAIVER AND RELEASE, AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING BELOW AND AFFIRM THAT I **DO SO** VOLUNTARILY.

Print name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

E-mail Address \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_