The Trinity Center for Women and Girls in Sports
Trinity College
125 Michigan Avenue NE
Washington, DC 20017

Assumption of Risk, Waiver, and Release from Liability

In consideration of the use of the property, facilities and/or services of The Trinity Center, including any travel related thereto, the undersigned agrees as follows:

1. RISK FACTORS. The undersigned understands and acknowledges that the use of equipment and facilities provided by The Trinity Center and participation in its programs (Informal, Instructional, Group Fitness, Physical Sports, Weight and Cardiovascular Training, Swimming and any other programs and services sponsored by The Trinity Center and/or activities occurring in the building) involves risk such as, but not limited to the following: risk of property damage, bodily injury, and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, organization of an act or from the unavailability of emergency medical care.

2. ASSUMPTION OF THE RISK. The undersigned assumes all risks that are foreseeable and involved with or arise out of the use of the equipment or facilities, the activity itself, the acts of others, omission of an act or the unavailability of emergency care, including but not limited to those risk factors described in Section 1 above. Exception being any injuries caused by the sole or gross negligence, or willful or wanton misconduct on behalf of any officials, officers, employees, agents, or volunteers of Trinity College.

3. ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES. The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.

4. PREREQUISITE SKILLS AND TRAINING. The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in the activity itself, and then he or she shall direct such questions to the appropriate Staff Member on site. In the event the undersigned has any such questions, he or she agrees to refrain from using the equipment or facility or taking part in the activity until these questions have been fully answered.

5. RELEASE. The undersigned releases The Trinity Center, Trinity College, and all of their officers, trustees, employees, and agents not to initiate litigation on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury, or property damage whether or not caused by negligence or other fault of the parties being released.

6. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims. Applicant acknowledges and agrees that Trinity, its officers and its employees will have no liability in the event of any loss, damage or theft of any real property of Applicant or anyone accompanying Applicant, except in the event of willful misconduct on the part of a Trinity officer or employee. Applicant further acknowledges and agrees that Trinity , its officers and employees will be held harmless from any liability in the event of any bodily harm to Applicant or anyone accompanying Applicant, except in the event of willful misconduct on the part of a Trinity officer or employee.

7. INDEMNIFY AND DEFEND. The undersigned agrees to indemnify and defend Trinity College, The Trinity Center, and all of their officers, trustees, employees, and agents (hereinafter jointly referred to as “indemnitee”) against and hold them harmless from any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, injury or death to the undersigned or anyone else.

8. PAY. The undersigned agrees to pay for any and all damages to any property or indemnitee caused by the undersigned negligently, willfully or otherwise.

9. GUESTS AND VISITORS. The undersigned is entitled to bring one (1) non-member guest for a daily workout. The non-member guest will be charged a $10 fee which entitles them to ONE (1) workout. The same guest will not be permitted to purchase a daily workout more than once. The Trinity Center does not permit VISITORS to observe a member during a workout, class or instruction. The VISITOR shall remain in the front lobby. Children under the age of 18 are not permitted in the facility during the week. Weekend activities are available for children.

10. REPRESENTATIVES. The undersigned enters into this agreement for himself/herself, his/her heirs, assigns, estate, and legal representatives.

11. CONSENT FOR EMERGENCY TREATMENT. The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

12. INSURANCE. The undersigned understands The Trinity Center does not carry participant insurance. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.

13. ACKNOWLEDGMENT. The undersigned has read and understands this agreement and realize it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Signed Name: __________________________
Date: __________________________
Initials (1-4): ___________

INITIALS (5-12): ___________

PRINTED NAME: _______________________________________ SIGNATURE: __________________________

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Consent and Release on Behalf of Minor

I am the parent or legal guardian of the above named minor. I have read and understand the agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the agreement. I also give my consent to the participation in the activity of the minor.

Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor:

Date: __________________________

Emergency Contact Information

FULL NAME: _______________________________________ SIGNATURE: __________________________

ADDRESS: _______________________________________ CITY: ___________

STATE: __________________________ ZIP CODE: ___________

PHONE: __________________________