



SWTC Fitness Center Release Agreement

I agree and understand that in consideration of being allowed to participate in the aerobic classes and fitness activities at SWTC, I hereby personally assume all risks associated with such activity. These risks include the acts or behavior of others, my own inexperience or lack of skill, and the design or condition of any equipment used in connection with such activity. Since I am willing to assume generally all risks of injury or death associated with participating in the activity, I also assume particular risks which may not be apparent to me at the time of signing of this **RELEASE**.

I understand that my participation in the activity is voluntary and that my participation in the activity does not arise out of or in the course of my association with SWTC or with the instructor.

I am satisfied that I am physically fit to participate in the activity and I assume all responsibility for my physical condition and capability to participate in the activity.

I understand that any equipment supplied for my use is supplied **AS IS**, and I assume all responsibility for ascertaining that the equipment can be used safely by me, and I accept the risk that there may be hidden defects in or problems with the equipment that I may be unable to discern.

I agree and understand that this **RELEASE AGREEMENT** is binding upon my heirs, executors assigns and legal representatives, that this Agreement releases SWTC and the fitness center coordinator and/or instructor from responsibility for acts, injury, or death that may occur during the aerobics class, fitness assessment, or conditioning program.

Therefore, I do hereby and for my heirs, executors, administrators, successors and assigns release, acquit and forever discharge the Southwest Wisconsin Technical College and District (hereinafter, the "District") and its agents, employees, directors, and administrators of and from any and all claims, actions, causes of action, rights of action, demands, rights damages, costs, expenses and compensation whatsoever which I now have or which may hereafter accrue on account of or in any way growing out of my participation in the classes and activities and my use of equipment described in this agreement.

I agree to indemnify and hold harmless the District and all other persons or entities named above from any claims, against them or losses or expenses incurred by them, including reasonable attorney's fees and costs, based on subrogation or otherwise derived from any claims I may have.

I understand that the terms of this release are contractual and not a mere recital.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AGREEMENT BY READING IT BEFORE SIGNING IT.

I agree that this **RELEASE AGREEMENT** will remain valid until I notify the fitness center coordinator and/or instructor, in writing, of my discontinuation of participation in the aerobic classes and/or other fitness activities, or that I have revoked the Agreement.

Date _____

Name _____

Witness _____