

POINT PARK UNIVERSITY STUDENT CENTER USE AGREEMENT

Program: _____

Name of Participant: _____

Check here if Participant is a Minor*: _____

* A participant is deemed a Minor if Participant is under 18 years of age on or before commencement of Program.

Name of Person Giving Release for Minor, if applicable (“Guardian”):

Guardian’s Relationship to Minor (circle one): **Father / Mother / Legal Guardian**

Guardian’s Phone Number: _____

IF PARTICIPANT IS A MINOR: GUARDIAN MUST: (1) AGREE TO THE TERMS SET FORTH HEREIN ON THEIR OWN BEHALF AND ON THE PARTICIPANT’S BEHALF; AND, (2) GUARDIAN MUST INITIAL AND SIGN THIS DOCUMENT ON THEIR OWN BEHALF AND ON THE PARTICIPANT’S BEHALF IN THE DESIGNATED SPACES BELOW.

IF PARTICIPANT IS NOT A MINOR: PARTICIPANT MUST AGREE TO THE TERMS SET FORTH HEREIN AND PARTICIPANT MUST INITIAL AND SIGN THIS DOCUMENT IN THE DESIGNATED SPACES BELOW.

I. STUDENT CENTER USE POLICY

- a. Participant will be allowed to use the University Student Center facilities (“Facility”) pursuant to the guidelines listed below:
 - i. All Participants must complete and sign this document;
 - ii. All Participants must obtain a Point Park University Student ID Card prior to using the Student Center. The ID Card must be carried at all times while in the facility.
 - iii. All Participants must adhere to the Facility schedule. There will be times during the year that the Facility or part of the Facility is not accessible. Facility use restrictions shall be communicated to Participants by Program staff.
 - iv. Participants may be invited to participate in certain fitness classes, subject to paying any applicable fee and executing a separate participation agreement.

II. CONDITIONS OF USE

- a. Point Park University imposes the following conditions upon the use of the Facility, including all equipment, fixtures and items contained in the Facility. Failure to comply with these conditions is a breach of this agreement and will result in the loss of Participant’s privilege to use the Facility. Participant acknowledges that use of the Facility requires good health, fitness, skill, concentration, awareness of surroundings and can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. Participant believes and represents that Participant is qualified to use the Facility and is familiar with all safety laws, regulations and instructions relating to using the Facility and equipment contained therein. Moreover, Participant agrees that, if at any time Participant believes it is not safe to use the Facility, Participant will immediately discontinue use of the Facility. In addition, Participant expressly agrees that:
 - i. The university makes no warranty, either express or implied, as to the condition, fitness, merchantability or suitability for the Facility for Participant’s purpose or needs;
 - ii. Participant had had the opportunity to inspect the Facility and to become acquainted with the condition of the facility, and has, in fact, done so;
 - iii. Participant will not make any unlawful or offensive use of the Facility.

- iv. Participant will not make unwanted advances toward or initiate an unwanted conversation with other users of the Facility;
- v. Participant will not take any photographs of others at the Facility, unless expressly authorized to do so;
- vi. Participant will wear appropriate gym clothing that does not contain offensive language and protects the Facility equipment from Participant's sweat;
- vii. Participant will wear appropriate footwear at all times and expressly acknowledges that Participants will not wear sandals or flip flops in the Facility;
- viii. Participant will not participate in any "horseplay" while in the facility; and,
- ix. Participant will follow all other rules and regulations of the Student Center, which are available upon request.

III. CONSENT TO FULLY RELEASE UNIVERSITY FROM CLAIMS

a. Disclaimer:

- i. Participant and Guardian (if Participant is a Minor) understand and acknowledge that Point Park University, its principals, directors, officers, agents, employees, members, and volunteers are not responsible for any injury, death, loss, theft, or damage sustained by Participant while using the Facility, however caused, including by the negligence of the University.

b. Acknowledgement of Risks

- i. Participant and Guardian (if Participant is a Minor) have reviewed the Facility, the physical environment and conditions of the Facility and this Agreement and understand and approve the anticipated activities of Participant in the Facility.
- ii. Participant and Guardian (if Participant is a Minor) acknowledge that they are familiar with the activities that Participant may participate in while using the Facility, which includes, but are not limited to, weight lifting, running, using exercise equipment, engaging in sporting activities.
- iii. Participant and Guardian (if Participant is a Minor) acknowledge that they understand the risks, dangers, and hazards associated with the Participant's use of the Facility, including, without limitation the risk of severe or fatal injury to Participant and others, including, but not limited to, the risks stated in this Agreement.

c. Assumption of the Risks

- i. Participant and Guardian (if Participant is a Minor) acknowledge that use of the Facility requires good health and fitness and can be HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT. Participant and Guardian believe and represent that Participant is qualified to use the Facility and that if at any time Participant believes the conditions of the Facility to be unsafe, Participant will immediately discontinue further use of the Facility.
- ii. In recognition of the inherent risks of which Participant will engage in while using the Facility, Participant and Guardian voluntarily assume the Participant's risk by choosing to participate/allowing Minor to use the Facility. Participant and Guardian understand that the University does not assume any risk or liability due to Participant's use of the Facility. These risks include, but are not limited to, the following:
 - 1. (1) falls, collisions, missteps, and other mishaps; (2) flaws and defects in equipment and facilities; (3) irregular facility conditions; or, (4) negligent facility maintenance. Risks may be caused by Participant's own actions or inactions, the actions or inactions of other participants, the actions or inactions of spectators, the condition of the Facility in which the Program takes place and/or the negligence of the University. Some risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to the University, Participant, or Guardian or are not readily foreseeable at this time. Participants and Guardian voluntarily assume all of these risks.
 - 2. The risks associated with use of the Facility or as a result of any natural disaster, extreme weather condition or event, or any other occurrence during Participant's

use of the Facility or otherwise. The potential injuries that could result from use of the Facility include, without limitation, broken bones, soft tissue damage, stress put on joints, muscles, and other body parts, torn muscles and/or ligaments, sprains, posture, hip and knee injuries, emotional distress, eye damage, cuts, wounds, scrapes, abrasions, and/or spinal injuries, shock, electrocution.

3. Theft or loss of personal property during the use of the Facility.

d. INDEMNIFICATION AND RELEASE OF LIABILITY

- i. In consideration of the University granting Participant permission to use the Facility, Participant agrees:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with, or related to Participant's operation or use of the Facility, even though such risks may have been caused by the negligence of the University. This assumption and acceptance of all risks include, without limitation, any medical expenses that Participant may incur as a result of the Participant's personal injury.
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE which Participant might sustained while using the Facility, even though such injury, loss, or damage may have been caused by the negligence of the University.
3. TO REMISE, RELEASE AND FOREVE DISCHARGE the University, its principals, directors, officers, agents, employees, members, and volunteers, and each and every land owner municipal and/or government agency upon whose property the equipment is operated or used, from all liability, actions, cause of action, suits, judgments, claims, and demands may have been caused by the negligence of the University and/or its principals, directors, officers, agents employees and volunteers.
4. TO PROVIDE LEGAL DEFENSE, INDEMNIFY AND HOLD HARMLESS and free from liability University, its principals, directors, officers, agents, employees, members and volunteers, from and against any and all claims for damages, demands, costs or expenses which Participant shall become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons suffered by reason of any act, omission or negligence of participant or arising from any accident or injury in connection with or attributable to use of the Facility by Participant.

IMPORTANT – READ THE ENTIRE AGREEMENT BEFORE SIGNING.

IMPORTANT – BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE ENTIRE PARTICIPATION AGREEMENT AND HAVE DISCUSSED THE ENTIRE CONDITIONS OF PARTICIPATION WITH MINOR AND THAT YOU AND MINOR UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN.

Name of Participant: _____

Signature of Participant: _____

Date: _____ month/day/year

Complete only if Participant is a Minor:

Name of Guardian: _____

Signature of Guardian: _____

Date: _____ month/day/year