



2014-15 Stanford University SOM Exercise Facility  
Assumption of Risk, Release of Claims and Hold Harmless Agreement

The parties to this Agreement are

(Print Participant Name),

(Participant's parents or legal guardian, if Participant is under 18, all referred to hereafter jointly and severally as "Participant") and the Board of Trustees of the Leland Stanford Junior University its officers, trustees, faculty, agents, representatives, volunteers, students and employees (collectively referred to hereafter as "Stanford") for use of the Exercise Facility ("Exercise Facility").

Participant is voluntarily using the Exercise Facility. Participant understands and agrees that such activities may be dangerous, and that neither the Exercise Facility nor Stanford can guarantee the safety of Participant. Participant is apprised that Stanford shall not be subject to claims or suit to be made by or on behalf of Participant or Participant's heirs, representatives or assigns as a consequence of Participant's participation in the Exercise Facility.

**Assumption of Risk.** Participant expressly understands and agrees that the Exercise Facility presents risks to Participant and her/his property. These risks can include, among others (by way of example and without limitation):  dangers of collision with fixed or moving objects; equipment failure; use of an unattended Exercise Facility; fellow participants' negligent or wrongful conduct; inadequate safety equipment or training; use of equipment or materials provided in the Exercise Facility; temperature, food and drink; laws and regulations; personal safety; sports practices, rules and regulations; communications; criminal and law enforcement activities; disability access; design and/or condition of premises; disease risks; health care; injury to the head, neck or spine; injury to the muscular or skeletal systems; injury to internal organs; scratches, bruises, strains, sprains, contusions, falls, fractures; loss or damage to sight, teeth, other body parts or hearing; paralysis; concussions; brain damage; long and/or short-term disability; loss of income and/or career and earning opportunities; minor or serious injury and/or death. Participant is responsible for researching and evaluating the risks he/she may face and is responsible for his/her actions. Any activities that Participant may take part in, whether as a component of the Exercise Facility or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved. This includes, but is not limited to, risks associated with the consumption of alcoholic beverages and/or drugs or other intoxicants (whether legal or illegal), property loss, injury to person or property, or

death arising out of traffic accidents, assault, and theft or other activities.

***It is Participant's intention that this assumption of all risks shall be legally binding and a complete bar to Participant, Participant's heirs, personal representatives, relatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from Participant's use of the Exercise Facility, including but not limited to those risks listed above.***

Participant further recognizes, understands and agrees that neither Stanford nor the Exercise Facility assume responsibility for any liability as regards damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after use of the Exercise Facility, or any liability, damage or injury caused by others, including other participants.

**Adherence to Standards.** Participant understands and agrees to abide by all Stanford policies, rules, and regulations and to all sports' rules and regulations.

**Release of Claims.** In consideration of being accepted into and/or using the Exercise Facility, Participant agrees for Participant and on behalf of Participant's heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, to release and discharge Stanford of and from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by Stanford or others. Participant further releases and discharges Stanford from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Participant's use of the Exercise Facility. The Participant acknowledges and agrees that Stanford assumes no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after use of the Exercise Facility, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including other participants.

Participant intends that both the assumption of risk and the release of claims be complete defenses to any and all actions, claims or demands that Participant, Participant's heirs or legal representatives have or may have for injuries to person or property, including death, as a result of activities for which the participant has assumed risks and/or released and/or waived claims.

**Indemnification and Hold Harmless.** Participant hereby agrees to indemnify, defend, and hold harmless Stanford from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated

costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary use of the Exercise Facility, travel to and from the Exercise Facility and any and all related activities, on or off of Stanford's campus. ***This Indemnification and Hold Harmless Agreement is intended to be all encompassing.***

**Physical Condition and Insurance.** Participant attests that he/she is physically and mentally capable of participating and has no known health restrictions that might jeopardize his/her safety or health or the safety or health of others during their use of the Exercise Facility. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required.

Participant agrees to be solely responsible for payment in full of all costs of medical care he/she may receive.

**Activities Outside the Exercise Facility.** Should Participant choose to remain at the Exercise Facility location either before or after use of the Exercise Facility then this Agreement shall remain in full force and effect.

**Exercise Facility Modification and Cancellation.** Stanford reserves the right to cancel or modify use of the Exercise Facility before or during its operation for any reason, including emergencies, low utilization, or unavailability of facilities or personnel.

**Termination of Participation.** Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative may terminate at Stanford's sole discretion Participant's use of the Exercise Facility at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of Stanford and/or the Exercise Facility, or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for use of the Exercise Facility, nor shall Stanford be required to make any refund.

**Severability.** It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

**Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of

the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

**Construction and Scope of Agreement.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

**Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms. Please Print Legibly**

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant Name (Printed)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant's SUNet ID or Stanford email address  
(ex:jsmith@stanford.edu)

\_\_\_\_\_  
Student Affiliation (ie. Medical Student, Graduate Student)

\_\_\_\_\_  
Educational Program (ie. Medicine, Graduate Program)

\_\_\_\_\_  
Stanford Medical Center Badge Number (Required for card key access): \_\_\_\_\_  
(Please use every number on back of your magnet card)

\_\_\_\_\_  
Signature of Custodial Parent or Legal Guardian (if Participant under 18)

\_\_\_\_\_  
Custodial Parent or Legal Guardian Name Printed



## LKSC Fitness Center Rules:

1. Exercise at your own risk.
2. You must be at least 18 years of age to use the LKSC Fitness Center.
3. The LKSC Fitness Center and its employees are not responsible for lost or stolen property.
4. Proper workout attire including a shirt, shoes, shorts or pants, and closed toe/heel shoes are to be worn in the Fitness Center AT ALL TIMES. Jeans, cargo pants, slacks, skirts, dresses, sport bras alone, speedos, open toe/heel shoes, scrubs or bare feet are not permitted.
5. Bags of any type or personal belongings are not allowed on the gym floor or near the equipment. Please use the lockers to store all personal belongings.
6. Please wipe down exercise equipment after use.
7. Only medical, graduate and biosciences students in the school of medicine are allowed to use the facility.
8. Please report any facility related injuries or incidents to the staff on duty or fitness center manager.
9. Failure to comply with any of the above policies may result in temporary or permanent loss of Fitness Center privileges.
10. Participant acknowledges that he/she has read the rules for use of the LKSC Fitness Center and agrees to abide by them.

Date: \_\_\_\_\_

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Print Participant Name

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Participant Signature