In consideration of Mid Michigan Community College ("MMCC") allowing me to use the MMCC Fitness and Recreation Center ("Center"), I certify and agree to the following:

1. I will read and abide by the rules, policies and procedures for the Center. Any failure to abide by such rules, policies and procedures may result in the loss of privileges to use the Center.

2. It is my responsibility to follow instructions for any activity or use of the equipment, and to seek help from the fitness and center staff if I have any questions.

3. I am physically fit to use the center and I have not been informed otherwise by a physician.

4. Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks associated with using or being present in the Center vary from one activity to another, but may include scratches, bruises, sprains, eye injuries, broken bones, dehydration, joint or back injuries, heart attacks, paralysis, and death. No one can ward off all of the dangers associated with using or being present in the center, as some risks and hazards involved cannot be fully foreseen or controlled by MMCC.

5. I am voluntarily using the center with full knowledge of the risks involved. I expressly assume and accept all risks associated with using or being present in the Center, and I willingly accept all responsibility in the event of an injury or other loss resulting from my use of, or presence in, the Center.

6. On behalf of myself, and my heirs, executors, successors and assigns, I release and covenant not to sue MMCC, its Board of Trustees, its directors, officers, employees and agents with respect to any claims that I may have for injury, death or damages (including actual attorney fees) resulting from or arising out of my use of or presence in the Center.

7. Should I require emergency medical treatment as a result of accident or illness while on the premises of the Center, I authorize MMCC to secure medical treatment deemed necessary for my immediate care. I will be responsible for the payment of any expenses incurred as a result of such medical treatment and services.

8. I am signing this Agreement and Release voluntarily with full knowledge of its terms and effect. No oral representations, statements or inducements apart from the foregoing have been made.

9. This Agreement and Release will remain in force indefinitely for all my future uses of the Center.

10. This Agreement and Release is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement and Release is held to be invalid, the remainder of the Agreement and Release shall continue in full legal force and effect.

PRINT Name

Signature _____________________________ Date _____________________

Guardian Signature (if under 18) _____________________________