

GBMC Campus Gym Facility (the "GYM") Waiver

Assumption of Risk, Release and Indemnity Agreement ("Agreement")

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of using the GYM and physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or my partner(s).

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at GBMC's GYM.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I ACCEPT: Initials: _____

Release: In consideration of the above-mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily using the equipment and facility at the GYM, participating in the activities offered by the GYM, or receipt of any services offered by the GYM, I, the undersigned, do hereby release forever the GYM, Greater Baltimore Medical Center, Inc., its insurers, affiliates, and their respective officers, directors, principals, agents, coaches, instructors, staff, contractors, employees, and volunteers from any and all liability, claims, demands, products liability, breach of warranty or other loss or damage to person or property, actions or rights of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of, or are in any way connected with my use of any equipment and/or participation in GYM facilities or programs, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

I understand and acknowledge that the GYM or some GYM programs may impose additional specific requirements and/or require additional specific waivers. I agree to those requirements and waivers, which are posted at the GYM, appropriate facility, equipment or GBMC's website.

This Agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this Agreement is held invalid, I agree that the remainder of the Agreement shall remain in full legal force and effect.

I authorize and grant full permission for any person connected with the GYM and/or GBMC to administer to me the first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care and to transport me to a medical facility deemed necessary for such illness or injury. I represent that I have insurance sufficient to cover medical costs that may be incurred and/or in any event I agree to be responsible for such costs. I represent that I do not have any mental or physical condition that might create a risk to myself or to others. I understand that the GYM reserves the right to deny or terminate my participation in using the GYM, in its sole discretion.

I ACCEPT: Initials: _____

Indemnification: I, the undersigned, recognize that there is risk involved in using the GYM and the types of equipment and activities offered by the GYM; therefore, the undersigned, accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless the GYM, Greater Baltimore Medical Center, Inc., its affiliates, and their respective officers, directors, principals, agents, coaches, instructors, staff, contractors, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission or willful misconduct while using the GYM and/or participating in activities offered by the GYM, at the facility or on GBMC property. This includes but is not limited to parking lots, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by the GYM. **I ACCEPT: Initials: _____**

Photography/Video Release:

Participants using the GYM or involved in any activities offered by the GYM may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on GBMC's or the GYM's website, social media accounts or in any editorial, promotional or advertising material produced and/or published by GBMC. **I ACCEPT: Initials: _____**

Governing Law; Severability; Continuing Validity:

I, the undersigned, agree that in any dispute, the laws of the state of Maryland shall govern this Agreement and that any action or claim relating in any way to this Agreement shall be brought solely in the courts of Baltimore County, Maryland. I AGREE TO WAIVE MY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING related in any way to this Agreement, the GYM or related activities. This Agreement shall be binding, to the fullest extent allowed by law, on the undersigned, and his/her respective successors, heirs, executors, administrators and family members.

I further agree that this Assumption of Risk, Release, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland and that if any portion hereof is held invalid, the remainder of the Agreement will continue in full legal force and effect.

I affirm that I am of legal age and I am freely signing this Agreement. I have read this Agreement and fully understand that I am giving up legal rights and remedies that I might have now or in the future.

I HAVE READ AND UNDERSTAND THE FOREGOING ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AND I UNDERSTAND THAT BY SIGNING IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

I AFFIRM THAT I AM OF LEGAL AGE AND I AM FREELY SIGNING THIS AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING VALUABLE LEGAL RIGHTS AND REMEDIES THAT I MIGHT HAVE NOW OR IN THE FUTURE.

Signature of participant: _____

Date: _____

ELECTRONIC SIGNATURE CONSENT*

By checking here, you are consenting to the use of your electronic signature and/or initials in lieu of an original signature or initials on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature and initials with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature (or initials). There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.