

STEPHEN F. AUSTIN STATE UNIVERSITY
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the Certified Personal Training Program (in-person and/or online) and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Stephen F. Austin State University, the Board of Regents, the State of Texas, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such program (in-person or online), or while in, on or upon the premises where the program is being conducted or in transportation to and from said premises.
2. I have been advised by Stephen F. Austin State University's Campus Recreation Department to consult with a physician before I undertake any physical activity program. I certify that I am in good health and sufficient physical condition to properly participate in physical activities associated with this program, that I am knowledgeable about the risks of the activities that I will participant in, and that I will properly use all equipment involved in this program. If I do not know how to properly use any piece of equipment I will not use it until instructed how to do so properly and safely by qualified staff. I hereby elect to voluntarily participate in said program (in-person or online), and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such program, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said program, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I UNDERSTAND THAT THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of the University and not to violate said rules or any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by SFA to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the program or the transportation to and from said activity.
8. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 202__.

Participant Signature