



**Stephen F. Austin State University
Employee Fitness Program
Participant Profile**

Name: (print) _____ CID: _____

Department: _____

SFA affiliation:

- Active Faculty/Staff
 Retired SFA

Please provide your contact information below as it will be used by Employee Wellness in order to contact you on updates and class cancellations.

E-mail: _____

Phone: _____

Which employee fitness programs are you interested in participating in?

- Open Swim Indoor Soccer Yoga Pilates
 Drop- in Fitness Noon Basketball Pickleball

Please return **BOTH** the Employee Fitness Program Participant Profile and Waiver of Liability & Hold Harmless Agreement to Human Resources, Employee Wellness.

Human Resources
P.O. Box 13039, SFA Station
EmployeeWellness@sfasu.edu
Office: 936.468.2304
Fax: 800-435-3919

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

1. In consideration of the personal benefits to me for participating in the **Employee Fitness Program** and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Stephen F. Austin State University (SFA), The University of Texas System Board of Regents, officers, employees and representatives, in their individual and official capacities(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 activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. I further acknowledge that it is my sole responsibility to determine if I am physically capable of engaging in any activity related to the Employee Fitness 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 activity, and to enter the designated location 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 an activity, 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 activity, 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 SFA 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 SFA 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 activity 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 Name (print)

Participant Signature