RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in a fitness assessment, fitness programs, and/or personal training sessions, which may consist of warm-up, flexibility activities, cardiorespiratory endurance activities, muscular strength and endurance activities, body composition assessments, nutrition assessment, nutrition analysis, and/or nutrition consultation provided by the lifetime wellness &fitness program at auburn university. I, the undersigned:

1. Hereby releases, waives, discharges and covenants not to sue auburn university, its board of trustees, officers, employees, agents, promoters, other participants, operators, trainers, sponsors and advertisers involved in said fitness assessment, fitness program, and/or personal training sessions, all for the purposes herein referred to as “releasee”, from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasee or otherwise while the undersigned is participating in any or all of the aforementioned activities.

2. Hereby agrees to indemnify and save and hold harmless the release and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon any area or in any way participating in the aforementioned activities whether caused by the releasee or otherwise.

3. Hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of releasee or otherwise while in or upon the facilities of auburn university and while participating in any aforementioned activity.

4. I understand that I must have individual health insurance equal to or greater than the insurance offered by the auburn university student government association, to participate in auburn university health/wellness/fitness programs.

5. I expressly acknowledge and agree that the activities could be dangerous and involve risk of serious injury and/or death. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the province or state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statement or inducement apart from the foregoing written agreement have been made. By signing this document, I hereby acknowledge that I am at least 19 years of age and have read the above carefully before signing, and agree with all of its provisions this

Participant signature Date

Parent/Guardian signature (if participant is under 19 years of age) Date

Signature of witness (fitness staff) Date

AUBURN UNIVERSITY HEALTHY WEIGH CHALLENGE