

CARLETON COLLEGE RECREATION CENTER

MEMBERSHIP WAIVER AND RELEASE OF LIABILITY

In consideration of my being able to use the Carleton Recreation Center facility and equipment, **I hereby release and covenant not to sue Carleton College**, its trustees, its employees, instructors, or agents, **from any and all present and future claims resulting from ordinary negligence on the part of the Carleton Recreation Center or others listed** for loss, damage, or theft of personal property, personal injury, or death, arising as a result of using the facility and equipment of the Carleton Recreation Center and engaging in any Carleton Recreation Center activities or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims from ordinary negligence**, both present and future that may be made by me my family, estates, heirs, or assigns.

Further, I am aware the recreation activities may range from vigorous cardiovascular activity (i.e. aerobics, bicycles, steppers, or racquetball) to the strenuous exertion of strength activities (i.e. free weights, weight machines, rock climbing). I understand that these and other physical activities at the Carleton Recreation Center involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I am voluntarily participating in recreation center activities with knowledge of dangers involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless Carleton Recreation Center and others listed for any claims arising as a result of my engaging in recreational activities or any activities incidental thereto, wherever, whenever, or however the same occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of this state (Minnesota) and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further affirm that the venue for any legal proceedings shall be in this state (Minnesota).

I affirm that I am of legal age and am freely agreeing to the terms and conditions outlined in this document. I have read this form and fully understand that by agreeing to these terms and conditions, I am giving up legal rights and/or remedies that may be available to me for the ordinary **negligence** of Carleton Recreation Center or any of the parties listed above.

Please print this page for your records.