

Informed Consent and Release of Liability Agreement

INFORMED CONSENT AND ASSUMPTION OF RISK

I, _____, declare that I intend to use some or all of the activities, facilities, and equipment offered by the SEIU fitness center at the location indicated at the end of this Agreement (the "Fitness Center"), and I understand that each person, (myself included), has a different capacity for participation and use of such activities, facilities, and equipment.

I understand that part of the risk involved in undertaking any exercise activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care, and skill with which I conduct myself in that activity or program. I understand and am aware that exercise activities, facilities, and equipment, and the use thereof, are a potential hazardous activity. I acknowledge that my choice to participate in, and use, any activities, facilities, and equipment offered by the Fitness Center brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care, and skill that I possess and use.

I recognize that by participating in the activities, facilities, and equipment offered by the Fitness Center, I may experience potential health risks and danger such as transient light-headedness, fainting, and abnormal blood pressure, disorders of heart rhythm, chest discomfort, leg cramps, nausea, heart attack, and even death. I also understand that there is risk of injury such as a pulled muscle, sprained ankle, or a stress fracture. I acknowledge my obligation to stop or delay my participation in, and use of, the activities, facilities, and equipment offered by the Fitness Center should I experience any pain, discomfort, fatigue, or any other symptoms that I may suffer before or during my participation.

I understand that the Fitness Center does not have any staff present within the Fitness Center, and that the Fitness Center activities, facilities, and equipment are self-directed in nature. I further understand that activities, if any, which may be offered by the Fitness Center, are sometimes conducted by individuals who may not be licensed, certified, or registered instructors or professionals. I accept the fact that the skills and competencies of such individuals will vary according to their training and experience, and that there is potential hazard and risk engaging in activities conducted by such individuals.

I declare that I am voluntarily participating in the activities, facilities, and equipment offered by the Fitness Center with knowledge of the dangers involved. Knowing all these risks, it is still my desire to participate in, and use, the activities, facilities, and equipment offered by the Fitness Center. I hereby agree to expressly assume and accept any and all risks of injury or death.

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO USE THE FITNESS CENTER AND ITS ACTIVITIES, FACILITIES, AND EQUIPMENT, I DO HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE SEIU OR 1800 MASS AVE. CORPORATION, AND ALL OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION WHATSOEVER, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OR MALPRACTICE OF ANY PERSON OR PARTY, INCLUDING SEIU AGENTS OR EMPLOYEES, AND FROM ANY AND ALL LIABILITY FOR ANY LOSS OR PROPERTY DAMAGE OR PERSONAL INJURY OF ANY KIND,

NATURE, OR DESCRIPTION, INCLUDING DEATH, THAT MAY ARISE OR BE SUSTAINED BY ME DURING OR RELATED TO MY PARTICIPATION IN THE FITNESS CENTER OR THE USE OF ANY EQUIPMENT AT THE FITNESS CENTER. THIS RELEASE SHALL BE BINDING UPON MY HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS.

UNDERSTANDING BETWEEN PARTIES

I represent that I have read and understood and have had an opportunity to ask questions concerning the Fitness Center Rules, as the same may be amended from time to time, as the case may be. I declare that I agree to be bound by and obey the Fitness Center Rules in my use of the activities, facilities, and equipment. I understand that at any time I may review the Fitness Center Rules, as the same may be posted in the Fitness Center, or by requesting a copy.

I represent that I have read and understood and have had an opportunity to ask questions concerning this Informed Consent and Release of Liability Agreement. I declare that I agree to the contents of this Informed Consent and Release of Liability Agreement in its entirety. I acknowledge that this Informed Consent and Release of Liability Agreement, signed by me, and my release are being relied on by the Fitness Center in permitting me to use the Fitness Center. I understand that at any time I may review this Informed Consent and Release of Liability Agreement by requesting a copy.

Indicate Fitness Center location:

1800 Mass. Ave, Washington, DC 20036

Participant's Signature

Fitness Center Representative's Signature

Participant's Name (print)

Fitness Center Representative's Name (print)

Date

Date:

SEIU
1800 Massachusetts Avenue
Washington, DC 20036