

Agreement, Release and Waiver of Liability

Tucson Medical Center

Physical Activity and Training Programs

DISCLAIMER: *You should always consult with your Doctor before beginning any type of exercise or physical activity.*

This form is an important legal document. It explains the risks you are assuming by participating in an exercise program. It is critical that you read and understand it completely. After you have done so, please print your name legibly and sign in the spaces provided at the bottom.

Waiver, Informed Consent, and Covenant Not to Sue

I have volunteered to participate in a program of physical exercise ("Program") under the direction of Tucson Medical Center ("TMC") staff, which may include, but not be limited to, weight and/or resistance training, cardiovascular training, flexibility and balance. Program may occur on the TMC campus, at The Core, or other locations within the city of Tucson or Pima County.

In consideration of TMC's agreement to instruct, assist, and train me, I do here and forever release and discharge and hereby hold harmless TMC, and its respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any Program including any injuries resulting there from.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) MY USE OF ALL AMENITIES AND EQUIPMENT IN THE TMC OPTIMAL RESULTS GYM OR THE CORE; TRAINING THAT OCCURS ON TMC CAMPUS AND TRAINING THAT OCCURS AWAY FROM TMC; AND MY PARTICIPATION IN ANY ACTIVITY, CLASS, PROGRAM, PERSONAL TRAINING OR INSTRUCTION (2) EQUIPMENT THAT MAY MALFUNCTION OR BREAK (3) TMC'S NEGLIGENT INSTRUCTION OR SUPERVISION (4) ANY SLIPING AND/OR FALLING DROPPING OF EQUIPMENT WHILE PARTICIPATING IN TMC'S PROGRAM(S).

Assumption of Risk

To the best of my knowledge I am in good physical condition and have no disease, physical limitation, health concern or injury that would be aggravated or would be the cause of any injury sustained, before, during or as a result of my participating in activities related either directly and/or indirectly to TMC's Program(s).

I recognize that exercise might be difficult and strenuous and that there could be dangers inherent in exercise for some individuals. I acknowledge that the possibility of certain unusual physical changes during exercise does exist. These changes include abnormal blood pressure; fainting; disorders in heartbeat; heart attack; and, in rare instances, death.

I understand that as a result of my participation in an exercise program, I could suffer an injury or physical disorder that could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life.

I recognize that an examination by a physician should be obtained by all participants prior to involvement in any exercise program. If I have chosen not to obtain a physician's permission prior to participating in this Program with TMC, I hereby agree that I am doing so at my own risk.

In any event, I acknowledge and agree that I assume the risks associated with any and all activities and/or exercises in which I participate.

I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this Program.

I understand that results are individual and may vary.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST TUCSON MEDICAL CENTER FOR ITS NEGLIGENCE OR THAT OF ITS EMPLOYEES, AGENTS, OR CONTRACTORS.

Participant Name (Print)

Date

Participant Signature