

Tucson Medical Center
Waiver of Liability - Physical Activity and Training Programs

This form is an important 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.

I have volunteered to participate in a program of physical exercise ("Program") under the direction of Tucson Medical Center ("TMC") staff, which may include, though 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 ("Program Location"). I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this Program and I understand that results are individual and may vary.

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 participation in activities related either directly and/or indirectly to TMC's Program(s).

Because physical exercise can be strenuous and subject to risk of injury, I understand that I should consult my doctor prior to beginning any type of exercise or physical activity. If I have elected not to obtain my doctor's permission prior to participating in this Program with TMC, I understand and acknowledge that I am participating at my own risk. I acknowledge that the possibility of an injury and or certain unusual physical changes might occur during exercise including abnormal blood pressure; fainting; disorders in heartbeat; heart attack; and, in rare instances, death.

I release, discharge and hold harmless TMC, and its respective agents, contractors, and employees from and against any and all claims and damages, present or future, arising out of or in connection with my participation in this Program at any Program Location including injuries resulting there from.

I agree to comply with all TMC policies and rules, signage, and instructions regarding COVID-19 while attending the Program. I understand that the Program Location is open for use by other individuals and as such, I acknowledge that there is a higher risk of exposure to COVID-19. I fully understand any additional risks and I release, waive, and discharge, TMC and its respective agents, contractors, and employees from any and all liability, claims and causes of action directly or indirectly arising out of or related to any loss, or injury that may be sustained by me related to COVID-19 whether caused by TMC, any third-party using the Program Location, or otherwise, while participating in any activity while in, on, or around the Program Location and/or while using any Program facilities, tools, equipment, or materials.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS WAIVER AND RELEASE AND THAT I 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)

Participant Signature