New Brunswick Community College (NBCC) employees are required to review and sign this waiver prior to use of any NBCC fitness or gym facility.

Gym facilities only may be accessed by employees’ dependent children under the age of 18, subject to agreement with and completion of this waiver.

Fitness facilities are intended for use by employees and students only and are not available for use by employee or students’ spouses, dependents, or members of the general public.

The completed form should be submitted to the employee’s respective Regional Operations Manager.

Name of Employee: _________________________________

I, _________________________________, acknowledge and agree to the following conditions for the use of the New Brunswick Community College (“NBCC”) fitness centre / gym facility (the “Fitness Centre” / “Gym Facility”):

1. Use of the Fitness Centre / Gym Facility involves physical exercise and sport and/or recreational activities which may involve a certain element of risk and may cause injury. I acknowledge that it is recommended that I consult with a physician before I undertake any physical exercise program. I certify that I am fit to participate in physical fitness activities, and I am unaware of any condition which would prevent or hinder me from participating safely in such activities.

2. I recognize and acknowledge that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My use of the Fitness Centre / Gym Facility is a voluntary activity in all respects. I agree to assume the full risk of any injuries (including death), illness, damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with, my use of the Fitness Centre facility / Gym Facility and/or equipment. I understand that this waiver and release of liability includes, without limitation, all injuries which may occur as a result of (a) my use of any exercise equipment and (b) the sudden and unforeseen malfunctioning of any equipment.

3. I recognize and acknowledge that any fitness classes or personal training services held at the Fitness Centre / Gym Facility are offered by the instructor teaching such fitness class or providing such personal training and not NBCC and that my participation in any such class or personal training is at my sole risk and expense. NBCC does not represent or warrant as to the qualifications of any fitness class instructor or trainer, or whether it is appropriate for any particular individual to participate in such fitness class or personal training. I recognize and acknowledge that my participation in any such class or personal training may involve a certain element of risk and may cause injury.
4. I waive any and all claim or claims which I now have, or may acquire, and release from any and all liability, and agree not to sue NBCC, its directors, officers, employees, agents or representatives for any damages or loss which I may have as a result of participation in activities utilizing the Fitness Centre, including any fitness class, or due to any cause whatsoever, including, without limitation, negligence on the part of NBCC, its directors, officers, employees, agents and representatives. The terms of this waiver are binding upon myself, my heirs, executors, administrators, assigns, personal and legal representatives.

5. The NBCC is not responsible for any loss or theft of personal property brought to or left in the Fitness Centre / Gym Facility. I release NBCC, its directors, officers, employees, agents, and representatives from any liability for such loss or theft.

6. I take full responsibility for allowing my minor children (under the age of 18) to use the Gym Facility and acknowledge that the provisions above also apply to them. Furthermore, I acknowledge that it is my responsibility at all times to adequately supervise my minor children while they are using the Gym Facility and have disclosed their name(s) and birth date(s) in the area provided below.

**Disclosure of Children and Birthdates:**

Name of child: __________________________ Date of Birth: ________________

Name of child: __________________________ Date of Birth: ________________

Name of child: __________________________ Date of Birth: ________________

Employee’s Signature: ____________________ Date: ________________