

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION MEMBER AGREEMENT

Prior to becoming a participating Member, the Mercer County Community College Department of Athletics recommends and strongly urges that the Member consult their physician before starting any exercise program.

The facility exists for Members only and non-members are strictly prohibited. By executing this Agreement, the undersigned acknowledges that Mercer County Community College shall have sole discretion to terminate any Member for any reason and that any such Member that is terminated shall forfeit any unused portion of his/her monthly membership fee.

MCCC reserves the right to close the fitness center and the pool at any time due to inclement weather (ex. Lightning, tornado, snowstorm), lack of lifeguards or appropriate staff.

MCCC does not allow:

- Any food on the pool deck
- Any pets or animals on campus

Pool and or fitness center members are not permitted to use fields, courts or facilities that are not part of their membership.

MCCC does not discriminate against any person due to race, color, religion, national origin, sex, sexual orientation, age, handicap or status as a Vietnam era or disabled veteran.

Pool members are asked not to enter the hallways or other areas of the building in wet bathing suits other than the locker rooms.

It is the responsibility of the parents or accompanying adults to supervise any underage/minor children while on the premises. No children under the age of 18 are allowed to use or enter the Fitness Center.

Participants must shower before entering the pool to adhere to the West Windsor Health Department code.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind that I may experience or incur in connection with my attendance at the Mercer County Community College swimming pool including the gym and any areas adjacent to the gym which are utilized for training, fitness and/or practice.

On my behalf, I hereby release, covenant not to sue, discharge and hold harmless Mercer County Community College, its employees, agents and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. This waiver of liability shall apply to Member's heirs and assigns. Member hereby fully releases, acquits and discharges Mercer County Community College Department of Athletics.

I have read and understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Mercer County Community College Swimming Pool, its employees, agents, and representatives.