FITNESS FACILITY RELEASE

(“Release”)

In consideration, and as a condition, of my use of the facilities and equipment available at the NCAR-Wyoming Supercomputing Center, the Foothills Laboratory, the Mesa Laboratory, or any other University Corporation for Atmospheric Research (“UCAR”) facility for fitness/exercise (the “Facilities”), I hereby acknowledge and agree as follows:

1. My participation in exercise activities and/or use of the Facilities for fitness/exercise is voluntary and is not being done at the direction or encouragement of any UCAR employee in a supervisory-capacity.

2. I acknowledge that the Released Parties are not responsible for supervising my use of the Facilities or otherwise ensuring my safety and shall not be liable for any injuries to me or damages to my property.

3. Exercise can be dangerous for some people. I recognize that, before beginning a program of strenuous physical activity, I should have a thorough physical examination by a physician who has been informed of my proposed course of activity.

4. Physical activity coupled with certain environmental conditions may aggravate existing asthmatic or other respiratory conditions. Those over the age of 35 and coronary-prone younger people who possess high risk factors should obtain a stress test electrocardiogram prior to beginning an exercise program. Stress tests are particularly important to those who have the following risk factors: overweight, hypertension, diabetes, sedentary life style, cigarette smoking, or family history of heart disease.

5. My participation in exercise activities and/or use of the Facilities for fitness/exercise may even involve substantial and serious risks and danger of bodily injury, including, without limitation, permanent disability, paralysis, death, and/or property damage. Such risks and dangers may be caused by, among other factors, my action or inaction, the action or inaction of another participant or instructor, my physical condition, the condition of the Facilities, the condition of equipment available at the Facilities, the negligence of the UCAR, its affiliates, directors, officers, trustees, employees, or representatives (hereinafter jointly and severally referred to as the “Released Parties”) and/or the negligence of other participants and/or instructors.

6. I assume complete responsibility for my physical well-being and my property, and I fully accept and assume all risks and responsibilities for losses, costs, and damages incurred by me or anyone else as a result of or related to my participation in exercise activities and/or use of the Facilities.

7. I, on behalf of myself, my spouse, my children, my family members, my agents and representatives, completely and unconditionally RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties from all liabilities, claims, demands, injuries, actions, losses, and damages, including attorneys’ fees and costs, resulting from or arising, directly or indirectly, out of my participation in exercise.

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activities and/or use of the Facilities, whether or not caused or alleged to be caused in whole or in part by the negligence of any of the Released Parties, or otherwise, and whether such losses or damages can be anticipated or not and including any damages, attorneys fees or costs incurred by the Released Parties to enforce this Agreement.

8. This Agreement shall be governed by the laws of the United States of America and the State of Colorado. Courts located in the State of Colorado shall have exclusive jurisdiction over any matters related to this Release. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Release shall continue in full force and effect.

I am age eighteen or older. I have read and fully understand the terms of this Fitness Facility Release, and I accept its terms.

Signature: ____________________________ Date: ______________________

Printed Name: ____________________________________________________

Address: ________________________________________________________

Phone Number: __________________________________________________

Submit completed form to Human Resources.