I, ______________________________________, the undersigned, acknowledge and agree that my voluntary use of the David S. Mack Fitness Center ("Facility") involves vigorous physical activity, and that I have consulted my personal physician, who has certified that I am fit to participate. I further acknowledge and agree to the following:

1. I understand, recognize, and acknowledge that the risk of injury from the activities in this Facility is significant, including accident, physical or mental injuries, property damage, permanent paralysis, illness, and death. I further acknowledge that I have been made aware of, understand, and am required to follow all Facility health and safety rules to prevent injury and infectious disease. I understand that while specific rules, equipment, and personal responsibility may reduce the risk of serious injury or illness, I knowingly and freely assume all such risks, known and unknown, including injury to person and property, even those arising from the negligence of others, and I assume full responsibility for my participation and use of the Facility.

2. It is my responsibility to ask questions of management about any aspect of the Facility that has not been explained to my satisfaction. I have been informed of and willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during participation, I understand that it is my responsibility to remove myself from participation and bring such to the attention of the nearest official immediately.

3. I am voluntarily using the Facility, including using the equipment and machinery and/or attending classes, with knowledge of the dangers involved.

4. I understand that I am solely responsible for any and all expenses related to injuries and/or loss of or damage to personal property incurred in connection with my use of the Facility.

5. In consideration of being permitted to participate in activities and utilize the Facility, I, for myself, and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby RELEASE, INDEMNIFY, AND HOLD HARMLESS, HOFSTRA UNIVERSITY, its trustees, directors, officers, employees, servants, representatives, and agents from and against any and all claims, losses, damages, expenses (including attorneys’ fees, and all court and litigation costs), and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of my participation at and use of the Facility.

6. I have read, understand, and agree to abide by the Fitness Center Policies (see reverse side).

I hereby warrant that I am eighteen (18) years of age or older and competent to contract in my own name insofar as the above is concerned.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Employee Signature: ____________________________ Date: ________________

Spouse/Domestic Partner Signature: ____________________________ Date: ________________
David S. Mack Fitness Center Policies

PLEASE READ CAREFULLY.

- An employee’s spouse/domestic partner must present valid proof of relationship to purchase a membership to the David S. Mack Fitness Center at Hofstra University. A valid membership card must be presented to gain entry to the Center at all times. Exceptions will not be made.

- Spouses/domestic partners are not permitted to sign in guests.

- Members may utilize the David S. Mack Fitness Center during standard hours of operation unless otherwise noted. Please note that the Center follows Hofstra’s academic year calendar and will have modified hours and/or closures during certain times of the year (such as major holidays, winter intersession, spring break, and summer).

- Members are not permitted to participate in any recreational event or intramural program. Participation in other daily activities is permitted, with the exception of personal training.

- The David S. Mack Fitness Center is primarily a student facility. University and student events will, at all times, take priority, and the entire facility or designated areas are subject to closure without advance notification.

- Transfer of membership is prohibited, and no refunds will be given.

- Private instruction is prohibited in all areas of the facility.

- Proper gym attire is required in designated areas (weight room and gymnasium).

- Locker usage is available on a daily basis only. Padlocks are recommended to secure valuables. Locks left overnight will be removed. Hofstra University and its staff are not responsible for lost or missing items.

- The following are not permitted within the facility: smoking, filming/photography/audio recording, and solicitation of any material.

- All patrons are expected to leave the facility 10 minutes prior to closing daily.

- Hofstra University reserves the right to revoke membership privileges at its discretion; membership fees will not be refunded.

Please become familiar with all other rules and regulations posted throughout the facility.