



**UNIVERSITY CLUB**  
AT THE UNIVERSITY OF PITTSBURGH

**RELEASE**

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**USE:** *To be used by guests/members of University Club fitness facility*

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THIS IS A LEGALLY-BINDING RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE MADE BY ME, \_\_\_\_\_, [PRINT FULL NAME], TO THE UNIVERSITY OF PITTSBURGH - OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (“UNIVERSITY”).

It is my desire to participate in the use of the University of Pittsburgh’s University Club fitness facilities and/or equipment which is located in the University Club, a building owned by the University, and/or fitness activities such as those for walking or running groups outside of the building for the purpose of fitness and strength training (“Activity”). I fully recognize that there are dangers and risks to which I may be exposed by voluntarily participating in the Activity. Examples of these dangers and risks are injuries or conditions including, without limitation, muscle or ligament damage, lacerations, abrasions, contusions and fractures, heart attack, falls, traffic accidents, as well as other injuries or conditions, up to and including serious physical injury or impairment or loss of life. I appreciate the character of the risk taken and voluntarily assume all risk of harm. I understand that the University does not require me to participate in the Activity, but I want to do so, despite the possible dangers and risks and despite this Release.

I therefore agree to assume and take on myself all of the risks and responsibilities in any way associated with my participation in the Activity. In consideration of and return for the services, facilities, equipment, guidance, programming or other things provided to me by the

University, I HEREBY RELEASE THE UNIVERSITY (AND EACH OF ITS TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS) (COLLECTIVELY THE “UNIVERSITY RELEASEES”) FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO ME, UP TO AND INCLUDING DEATH, AND FROM DAMAGE TO MY PROPERTY, IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. I UNDERSTAND THAT THIS RELEASE COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT OF THE UNIVERSITY RELEASEES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE.

I recognize that this Release means I am giving up, among other things, rights to sue the University Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators and assigns, as well as myself.

Further, I agree to defend, indemnify and hold harmless the University Releasees from and against any claim, damage, liability, injury, expense or loss, including but not limited to, reasonable attorney fees, by reason of any suit, claim, demand, judgment or cause of action arising out of my participation in the Activity.

I assure the University that, to the best of my knowledge, information and belief, I am physically able to participate in the Activity without any undue or unusual risk to me or to others. I acknowledge that the University has recommended that I consult with, and have a physical examination conducted by, a physician before I engage in the Activity.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT AND I AGREE TO BE LEGALLY BOUND BY IT.

READ CAREFULLY BEFORE SIGNING.

Witness:

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Releasor’s Signature

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Date