In consideration of my participation in activities sponsored by the Maryland Institute College of Art ("MICA"), I agree to the following:

I agree and acknowledge that use of MICA Fitness and participation in fitness programs involves physical exercise and/or activities which may be strenuous and potentially hazardous. I recognize and fully appreciate that participating in physical exercise and activities involves risks of bodily injury and personal property damage, including, but not limited to, accident, illness, injury to or death of any person or persons involved. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional), and to the awareness, care, and skill in which I conduct myself in that activity or program.

I acknowledge that physical activity includes but is not limited to stretching, walking, running, lifting, pushing, bending, endurance training, physical contact, jumping, twisting, personal interaction, and increased heart rate. I may experience potential health risks, including, but not limited to, transient lightheadedness, faintness, abnormal blood pressure, chest discomfort, leg cramps, nausea, sprains, joint problems, fractures, lacerations, and sports related injuries.

I acknowledge my obligation to immediately inform the nearest supervising employee or program instructor of any pain, discomfort, fatigue, injuries, illness, or any other symptoms that I may suffer during or after my participation in programs, events and/or activities at MICA Fitness.

I understand that MICA strongly recommends that I undergo a complete physical examination by my personal physician before participating in programs, events or activities sponsored by and/or taking place at MICA Fitness. I also understand that MICA strongly recommends that I obtain and/or maintain appropriate health insurance coverage and that such insurance coverage, if any, is my (the participant's) sole responsibility. I state that to the best of my knowledge, I have no medical, physical, emotional, or mental health condition, which would hinder or prevent my active participation in any physical or sports activity. I represent that I am in good health, physical condition, and physical well-being.

I voluntarily and expressly assume full responsibility and all risks for any and all injury, damages or losses, including but not limited to suffering or death, which may result from my participation in any program, event and/or activity sponsored by and/or taking place at MICA Fitness.

I agree to release, waive, forever discharge and covenant not to sue The Maryland Institute College of Art, MICA Fitness, and their agents, servants, directors, officers and employees, successors and assigns (collectively “the Releasees”) from and against any and all liability for injuries, damages or losses, including, but not limited to, property damage, personal injury, suffering or death arising out of or related in any way to my participation in any program, event and/or activity sponsored by and/or taking place at MICA Fitness.

I agree to indemnify and hold harmless the Releasees from any and all claims, demands, losses, liability, damages, costs (including attorneys’ fees), actions or causes of action, known or unknown, for injuries or losses arising directly or indirectly from my participation in any program, event and/or activity sponsored by and/or taking place at the MICA Fitness whether such injuries or losses arise from my negligent or intentional act, the negligence of the Releasees or any other cause. The terms of this release will serve as a release and assumption of risk for my heirs, executors, administrators and assigns and for all of my family members.

I agree that this Release and Indemnity Agreement shall be construed in accordance with the laws of the State of Maryland. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected.

I agree to abide by all rules and regulations of MICA Fitness and recognize that privileges may be revoked if violations occur.

I am of 18 years of age or older; or have a parental permission form filed with the Office of Student Affairs at MICA. I have carefully read and fully understand that the foregoing Release and Indemnity Agreement is a release of all claims and causes of action for my injury or death or damage to my property that may occur while participating in the programs and activated referenced herein and it obligates me to indemnify the Releasees for any liability resulting from my participation in the programs and/or activities referenced herein.

Name ___________________________ MICA ID ___________________________
Signature ___________________________ Date ___________________________
Witness ___________________________ Date ___________________________