

**Saginaw Valley State University  
Agreement and Release of Liability**

**Ryder Center and Fitness Center**

In consideration of obtaining a Community Membership (of any type) at the Saginaw Valley State University Ryder Center and Fitness Center (the "Facility"), the undersigned, for myself, my heirs, executors, and administrators, do hereby fully and forever release and discharge Saginaw Valley State University (SVSU), its Board of Control, officers employees, volunteers, and representatives, and the Facility staff, from any and all suits, claims, damages, costs and expenses of every kind, in conjunction with my use of the Facility and equipment thereof. I further agree to indemnify and hold Saginaw Valley State University and the Facility harmless against any and all claims, demands, damages, rights of action or causes of action, of any person or entity, that may arise from injuries or damages sustained by me arising out of my use of the Facility.

I agree to use all equipment and activity areas in a manner consistent with their intended design and purpose and to leave them in good condition. I further agree to comply with all rules imposed by SVSU regarding the use of the Facility. I assume full responsibility for, and agree to indemnify SVSU for all damages caused by me through the misuse of any Facility area and/or equipment.

As of the date of signing this release and waiver, I have no injury/illness or restrictions that would prevent me from using the Facility. I have either had a physical examination that would allow me to participate in activities at the facility or I have decided to participate without approval of a physician, and I assume all responsibility for my participation and use of the Facility and its equipment.

I also understand and agree that SVSU and Facility staff are not responsible for personal property that is lost, stolen, or damaged while in, on, or about the Facility.

I understand that all memberships are non-refundable and can be revoked due to inappropriate behavior or abuse of the Facility. I recognize and agree that the Facility may in its sole discretion set the opening and closing times for the Facility or restrict access to portions of the Facility, and that no portion of the membership fee will be refunded, nor will credit be given, when a closing or restricted access occurs.

I have read this form and understand it and agree that by signing this Agreement I am giving up certain legal rights. Any questions I have regarding this Agreement have been answered to my satisfaction.

I certify that the contact information I have given is complete and current. I agree that in the event of an emergency medical treatment may be provided, sought, or obtained by Facility staff for me. I further agree that I will be responsible for all medical expenses that may be incurred by me in connection with my use of the Facility.

By my signature below, I agree to the provisions of this Agreement and Release of Liability and further agree that I have received a copy of the Ryder Center User Rules and that I will at all times use the Facility in compliance with said Rules and posted rules within the facility.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_