

**McHENRY COUNTY COLLEGE
FITNESS EVALUATION & EXERCISE
WAIVER FORM**

In consideration of gaining access to participate in any and all activities associated with McHenry County College's Fitness Education Program (hereinafter referred to as "Program"), including but not limited to use of McHenry County College's (hereinafter referred to as "College") facility, equipment and machinery or the use of the facility, equipment and machinery of any other facility in connection with the Program, I, on behalf of myself, my heirs, executors, administrators and assigns, do hereby waive, release, covenant not to sue, and forever discharge McHenry County College and its successors and assigns, Board of Trustees, directors, officers, agents, administrators, employees, representatives, executors, and all others from any and all manner of actions and actions, cause and causes of action, suits, debts, accounts, damages, claims and demands whatsoever in law or in equity which I now have or may acquire, by reason of serious bodily injury or death or loss of or damage to personal property belonging to me or any other reasons, which may be related in any way to my participation in any activities in the said Program whether on or off the College's campus or on or off the College's facilities.

IN FURTHER CONSIDERATION OF THE ABOVE FACTORS, THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES THE EXISTENCE OF RISKS IN CONNECTION WITH THE PHYSICAL ACTIVITIES DEMANDED BY THE PROGRAM INCLUDING, BUT NOT LIMITED TO, **SERIOUS BODILY INJURY OR DEATH** OR LOSS OF OR DAMAGE TO PERSONAL PROPERTY BELONGING TO ME, AND ASSUMES SUCH RISKS AND AGREES TO ACCEPT THE RESPONSIBILITIES FOR ANY INJURIES SUSTAINED BY ME IN THE PROGRAM.

The participant further acknowledges that the Program involves physical fitness testing procedures and evaluations, and that there can be a degree of risk associated with these testing procedures. I understand, acknowledge and agree that the persons performing the tests are in no way medical professionals, and that the tests are not performed by medical professionals in any sense including doctors, nurses, chiropractors, physical therapists or licensed medical professionals, or persons that in any way have the knowledge, capability or training to understand, recognize or diagnose any physical, mental, medical, orthopedic or functional condition, the understanding, recognition or diagnosis of which could prevent risks associated with participation in the Program, including but not limited to the risks of serious bodily injury or death. I understand and agree that only medical professionals that will not be present at any time before, during or after the tests, are capable of understanding, recognizing or diagnosing physical, mental, medical, orthopedic or functional conditions that may lead to death or serious bodily injury. I understand that the results of said test are not to be construed as diagnostic in any sense. I further understand there may be other, unknown risks in undertaking this testing including but not limited to death and serious bodily injury, and I agree to fully assume those risks.

I have been advised by the College to consult with a physician before I undertake the Program. If I participate in the Program without first consulting a physician, I hereby willfully, knowingly and, without full knowledge of my physical condition, intentionally waive my right to do so and assume any and all risks associated with participation in the Program, which risks may include the risk of serious bodily injury or death.

I certify that I am in good health and sufficient physical condition to properly use the facility and participate in the Program; that I am knowledgeable about the proper use of fitness equipment, that I will carefully read the operating instructions for any fitness equipment prior to use and will operate such equipment in strict accordance with instructions.

Having read the preceding, the participant acknowledges full understanding of those risks set forth herein, including the risk of serious bodily injury or death, and knowingly agrees to accept full responsibility for the participants' own exposures to such risks and to waive all responsibility and liability on behalf of McHenry County College and its agents.

Participant Signature

Date _____

**Parent or Guardian Signature if
participant is under age 18**

Date _____

