

Waiver and Release of Liability

1. In consideration of my obtaining privileges to use the facilities and equipment of the NEXT (Neurological Exercise and Training) Wellness Center (the "Center") I voluntarily waive any right I may have in the future to make a claim against the Medical University of South Carolina, their trustees, officers, employees, volunteers, instructors, or agents ("MUSC"), resulting from ordinary negligence on the part of MUSC and those listed. This waiver extends to any type of personal injury I might sustain in my use of the facilities of the MUSC and any theft of personal property of mine lost on the premises. This Agreement shall operate as a release of any liability of MUSC and those listed for any claim that may develop arising out of ordinary negligence in the operation of MUSC.
2. Obtaining access to the Center is based in part on self-identification of a neurological condition that may align with current research recruitment efforts, or as a care partner for an individual seeking access to the facility. While consideration to access the Center will be given to all interested, access is not guaranteed and privileges may be revoked with written notice.
3. I understand that exercise participation, including the use of equipment, involves risk of injury. I am voluntarily participating in these activities and using the equipment with knowledge of the dangers involved. I assume the risk of injury that might happen to me using the facilities and participating in the programs of the Center.
4. I represent that I am physically fit to participate in the activities and programs of the Center and that I will not extend myself beyond my abilities, or if I do so, it will be at my own risk.
5. I have been informed that I should consult with a physician concerning my participating in physical activity and obtain for a physician, advice as to how I should participate in relationship to my state of physical condition. I have also been informed that I should periodically update my state of physical condition with a physician. I either have obtained such advice from a physician or acknowledge that I have decided to participate in physical activities without obtaining the advice of a physician.
6. All policies must be followed by members and guests at all times. Any behavior deemed by Management to be averse to the enjoyment of the Center by others may result in access to the facility being revoked with written notice.
7. I understand that the Waiver and Release of Liability above stated is in broad terms. If any portion of this Waiver and Release of Liability is held invalid, the remainder will continue in effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I CONFIRM I AM AWARE THAT BY SIGNING THIS RELEASE, I AM RELINQUISHING ANY RIGHT TO SUE AND THE RIGHT TO RECEIVE ANY COMPENSATION OR DAMAGES SHOULD I SUFFER ANY AND ALL INJURIES OR PROPERTY DAMAGE AS A RESULT OF MY USE OF THE FACILITY, WHETHER MY USE IS PROPER OR IMPROPER AND REGARDLESS OF THE CAUSE OF ANY AND ALL INJURIES OR DAMAGES. THIS WAIVER SHALL BIND ME AS WELL AS MEMBERS OF MY FAMILY, MY HEIRS AND ASSIGNS AND SHALL SERVE AS A COVENANT NOT TO SUE MUSC.

Date

Name of Participant (please print)

Signature of Participant