

UCSF Fitness and Recreation Program Participant Waiver

Adult Guest Fee Services. Adult Guest Fees include: weight and cardio equipment, pools (Bakar only), basketball, racquetball (Bakar only), squash, towel service, locker room, shower, sauna. Guest Fees do not include: Group X classes (Yoga, Dance, Cycling, etc.), Fee-based programs including, but not limited to: F45, Pilates, personal training, swim lessons, sports leagues, Masters swim team. For a complete description of the services, facilities, and hours of access visit fitness.ucsf.edu.

Youth Guest Fee Services. Youth Guest Fees include: 0-2 years must always be supervised by a responsible adult while in the facility and may use the Bakar indoor pool during Family Swim times and the locker room facilities (excluding sauna). 3-14 years must always be supervised by a responsible adult while in the facility and may use the basketball court, pools (Bakar only), squash, racquetball (Bakar only), and the locker room facilities (excluding sauna). 15-17 years, adult supervision is NOT required. Access includes weight and cardio equipment, pools (Bakar only), basketball, racquetball (Bakar only), squash, towel service, locker room, shower, sauna.

Non-Member Paid Program Participant Services. Non-Member Program User services include program participation (Personal Training, Sports leagues, Aquatics, Youth Aquatics, Group X classes (Yoga, Dance, Cycling, etc.) and locker room facilities.

Interruption of Service. The Centers may be closed for holidays. It is anticipated that a part of a club, or the entire facility will be temporarily unavailable from time to time while repairs or renovations take place. As a result of repair, maintenance or special occasions, the Centers may be required to restrict the use or temporarily close one or more of the club's facilities or activities. There will be no reduction, suspension, abatement, reduction or apportionment of membership fee(s) or other charges incurred during such time. The Centers reserve the right to make changes to the type or quantity of equipment or facilities offered.

Code of Conduct. Center staff have the authority to implement and update policies that support providing a safe, comfortable and enjoyable experience for members of the UCSF community. At its sole discretion, the Center determines if conduct violates its Code of Conduct. For the current Code of Conduct please refer to <https://tiny.ucsf.edu/fitnesscodeofconduct>. In general, under the Code of Conduct, inappropriate behavior includes, but is not limited to, the following: Unsafe behavior; physical assault, violent, threatening, aggressive, harassing and/or intimidating behavior; all forms of abusive or demeaning communication, including foul, offensive or obscene language or gestures to the extent permissible by law; photography or videography in the center without prior Center and University approval; non-adherence to the rules and policies set by the Center and the University in its facilities and programs at: fitness.ucsf.edu; certain threats or acts of violence may violate the law and could result in criminal prosecution; members and guests are expected to respond to inquiries about their behavior, accept responsibility for their actions and comply with any requests to adjust behaviors that do not meet Center guidelines. Failure to follow the Code of Conduct may result in loss of membership and/or facility access. Nothing in the Center's Code of Conduct is meant to usurp or replace any existing UC Policy that applies to actions taken on UC property and/or by members of the UC community.

Assumption of Risk. You hereby acknowledge and agree that use and access by you and/or by your minor children of the premises, facilities, service and equipment of the UCSF Fitness & Recreation Centers ("Centers") involves a risk of injury to you, your guests and family, whether caused by the actions or negligence of you, someone else, The Regents of the University of California, its directors, officers, employees, representatives, independent contractors, or agents, and you assume full responsibility for such risks.

Release & Waiver of Liability. In consideration of you and/or your minor children being permitted to enter any the Centers' facilities for any purpose including, but not limited to, observation, use of the facilities, services and equipment, and participation in activities, classes or events, you hereby agree to the following: You hereby release and hold The Regents of the University of California, its directors, officers, employees, representatives, independent contractors, and agents harmless from all liability to you, your spouse, your domestic partner, your children, heirs, personal representatives and assigns, for any loss or damages of any nature whatsoever, and forever give up and waive any claims or demands therefor on account of bodily, mental or personal injury to you, your minor children or your property, including injury leading to death, whether caused by defective or malfunctioning products or equipment, or the active or passive negligence of The Regents of the University of California, its directors, officers, employees, representatives, independent contractors, agents, members, guests, or otherwise, while you or your minor children are in, upon or about the Centers' premises, using any the Centers' facilities, services or equipment, participating in or observing activities, events or classes, or providing or receiving training or instruction at Centers.

Indemnification. You also hereby agree to indemnify The Regents of the University of California, its directors, officers, employees, representatives, independent contractors, and agents from any loss, liability, damage or cost any of them may incur due in any way to you or your minor children's presence in, upon or about the premises of the Centers or while observing or using any facilities or equipment of the Centers, whether caused by your negligence or otherwise.

Property Damage. You further agree that The Regents of the University of California, its directors, officers, employees, representatives, independent contractors, and agents will not be responsible or liable for any loss, theft, or damage to any of your property in or about the premises of the Centers including, but not limited to, any personal property left in a locker or automobile.

Interpretation and Severability. You further agree that the terms of the Release & Waiver of Liability, Assumption of Risk, Indemnification and Property Damage provisions herein are as broad and inclusive as is permitted by the laws of California and that if any portions thereof are held invalid, you agree that the balance shall continue in full force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Name (print) _____

Participant Signature _____ Date _____

Program Dates _____

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant.

Parent/Guardian Name (print) _____

Signature _____ Date _____