VIRTUAL GROUP FITNESS CLASSES
WAIVER, RELEASE, AND INDEMNITY

This Waiver, Release, and Indemnity Agreement ("Release") is executed by ______________________________ ("Participant") and given to Villanova University ("University"). Participant, intending to be legally bound hereby, agrees as follows:

Participant has voluntarily chosen to participate in group fitness classes during the 2020 fall semester that will be delivered virtually ("Activity"). Participant understands and agrees that the instructor’s virtual involvement is limited to showing the fitness routines and technique, and that the instructor is not able to oversee Participant’s workout.

Participant understands and agrees that there may be health and safety hazards (including, without limitation, falling, slipping; crashing and colliding with the ground or equipment; abnormal blood pressure; fainting; dizziness; and disorders of heart rhythm) and risks of personal injury that may range from minor injuries (such as scratches, bruises, cuts, sprains, strains, and dental injuries) to major injuries (such as muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; concussions; strokes) to catastrophic injuries (such as serious head or spinal injuries and paralysis), death, property damage, and/or risks in using a Virtual Platform (including, without limitation, those related to privacy, data security, cybersecurity, and unauthorized access inherent in using a Virtual Platform) associated with the Activity, and Participant knowingly assumes such risks.

Participant understands and acknowledges that the Activity will be conducted through a third-party virtual platform, Zoom ("Virtual Platform"), and understands and acknowledges that Participant must read and agree to the Virtual Platform terms and conditions in order to use the Virtual Platform. University is not a party to any user agreement or terms and conditions between a Participant and the Virtual Platform, including, without limitation, any privacy policy or terms of use. The Virtual Platform is solely responsible for all matters regarding its application, including, without limitation, application functionality, terms of service, privacy policies, and any claims related to the operation or use of the application, and Participant understands and acknowledges that the University cannot guarantee the functionality or security, or eliminate all risks associated with use of a Virtual Platform. Participant agrees not to provide access information for the Activity, including without limitation login or credential information or links to Activity sessions, to any other party without the written permission of the University.

Participant shall not engage in inappropriate conduct including, without limitation, cyberbullying. Participant is not permitted to record (video and/or sound) the Activity and agree not to record the Activity, Participant and Parent/Legal Guardian understand that, in its sole discretion, University or its representative may terminate Participant’s participation in the Activity at any time. Reasons for termination may include, but are not limited to, inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Activity, emergencies, or health or safety considerations. The University has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Activity, in its sole discretion. In the case of termination, cancellation, substitution, or changes, the University will not be liable for any fees or expenses incurred by Participant and is not obligated to ma.

Participant certifies that Participant has no medical condition that would preclude or restrict Participant’s participation in the Activity or increase the risk to Participant of participating in the Activity, and that Participant has adequate health insurance protection to cover the expense of any unforeseen accident or injury. Participant understands that the University’s Workers Compensation insurance would not respond to any injury sustained by Participant during the Activity and that the University does not carry insurance that would respond to any injury sustained by Participant during the Activity. This Activity is voluntary and Participant understands and acknowledges the University is not responsible for any medical bills the Participant may incur as part of the Activity, including without limitation copays and deductibles. Participant agrees to only participate in the Activity for the length of time that Participant is comfortable, can accomplish safely, and is within Participant’s ability and skill level. Participant will immediately end participation and seek medical attention if Participant becomes injured or ill during the Activity.

Participant understands that the Activity is being delivered virtually and neither the University nor the instructor will be physically present to attend to any of Participant’s medical or medication needs, and Participant assumes all risk and responsibility therefore. The University strongly recommends that Participant participate in the Activity in the presence of another person capable of providing assistance to the Participant in the event of injury or emergency. In the event of injury or emergency, Participant authorizes University and/or instructor, in University’s or instructor’s sole discretion, to contact Participant’s Emergency Contact listed below in order for the Participant’s Emergency Contact to provide assistance to the Participant. If the University or instructor...
is unable to contact Participant’s Emergency Contact or at the request of Participant and/or Participant’s Emergency Contact, University or instructor, in the University’s or instructor’s sole discretion, may seek for Participant emergency services, (including, without limitation, contacting police or emergency medical services). However, Participant acknowledges that University or instructor may not be able to contact the Participant’s Emergency Contact or contact emergency services at Participant’s location.

Participant will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. Participant will engage in the Activity in a prudent and cautious manner. Participant hereby covenants and agrees not to act in any way which shall interfere with the lawful running or operation of the Activity. Participant understands and agrees that Participant shall abide by: (i) all policies, rules, and regulations of University, including the Villanova University Code of Conduct, and (ii) all rules, directions, and precautions issued by University or its representatives, by any associated individuals, institutions, or organizations, or by the United States Government. Participant agrees that Participant will wear all necessary, recommended, and appropriate protective gear and equipment.

This Waiver, Release, and Indemnity Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law provisions.

In consideration of participating in the Activity, in full recognition and appreciation of the dangers and hazards inherent in participating in the Activity, Participant hereby agrees to assume all of the risks and responsibilities surrounding participation in the Activity. Further, Participant, for Participant’s self, heirs, and personal representative(s), hereby agrees to defend, hold harmless, indemnify, release, and forever discharge the University, its officers, trustees, agents, employees, and students from and against any and all claims, demands, and actions or causes of action, on account of damage to personal property, loss of personal property, or personal injury or death which may result from such participation in the Activity, including claims based upon the negligence of the University (whether characterized as negligence or gross negligence), its officers, trustees, agents, employees, and students.

Participant certifies that he/she has read and understands the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Indemnity is completely voluntary. The parties acknowledge and agree that this Waiver, Release, and Indemnity may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

Participant’s Signature: _____________________________________ Banner ID: ___________________ Date: ______________

Participant’s Email: ___________________________________ Participant’s Phone Number: __________________________

Participant is: ___ Student ___ Staff ___ Faculty

Participant’s Emergency Contact Printed Name: ________________________________________________________________

Relationship to Participant: ___________________ Participant’s Emergency Contact Phone Number: ______________________

If Participant is under the age of 18 years, signature of parent or legal guardian is required.

Parent/ Legal Guardian’s Printed Name: _______________________________________________________________________

Parent/ Legal Guardian’s Signature: ___________________ Date: _____________