



## EXCLUSION OF LIABILITY AND INDEMNITY FORM FOR ACCESS TO AND USE OF [YALE-NUS COLLEGE FITNESS CENTER] FACILITY

I, (*Name of alumnus/visitor*) \_\_\_\_\_ (*Passport/Identity Card No.*), hereby request to be granted access to and use of the Yale-NUS College Fitness Center ("Facility"). In consideration of my being granted access to and use of the Facility by Yale-NUS College, National University of Singapore (the "University"), I hereby agree as follows:

- (a) **Medical/fitness.** I acknowledge that access to the Facility involves an inherent risk, including risk of personal injury, ill-health and/or exposure to disease or infection, and that I will have access to facilities, equipment, and materials, which may be hazardous. I acknowledge that any such injury or exposure may result not only from my own actions but from the action, omission or negligence of others using the Facility. I further acknowledge that my use of such access, facilities, equipment and materials of my own free will and volition and I am aware of and accept(s) the risks involved. I understand that it is my responsibility not to use any equipment which may adversely affect any medical condition. I have consulted with my own doctors and sought medical advice and I declare that I do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of, my use of the Facility.
- (b) **Policies and Rules.** I will abide by the applicable written and verbal rules (including safety rules and all rules stipulated in the Appendix), regulations, policies, procedures, guidelines, protocols and instructions established or prescribed from time to time by the University or its departments, faculties, schools, offices or relevant units regarding the use of the Facility and the facilities, equipment and materials therein, failing which, the University shall be entitled to immediately withdraw access to the Facility and any and all privileges arising therefrom.
- (c) **Waiver.** I understand that the University is providing recreational Facility and shall not be held liable for defective products or equipment. The University is not liable to me for any personal property that is damaged, lost, or stolen while on or around the Facility including, but not limited to, a vehicle or its contents or any property left in a locker. I will not hold the University, its officers, any of its full-time or part-time staff (including student assistants), agents or volunteers responsible or liable in any way for, and no action shall arise from, any loss or damage (including, without limitation and to the extent permissible by law, personal injury, loss of life or property damage) caused by or sustained as a result of my access to the Facility or use of the facilities, equipment and/or materials therein.
- (d) **Indemnity.** If I cause damage to the Facility or any equipment, I will be liable to the University for its cost of repair or replacement. I will indemnify and keep indemnified, save and hold harmless the University its officers, any of its full-time or part-time staff (including student assistants), agents or volunteers against all losses, claims, demands, actions, proceedings, damages, costs or expenses, including legal fees, and any other liability arising in any way from my access to the Facility or use of the facilities, equipment or materials therein, or resulting from any breach of the undertakings herein.
- (e) **Personal Data.** I hereby give consent to the University to collect, use, disclose or transfer my personal data as necessary for the purposes in connection with the access to and use of the Facility. I understand that the University may use contractors and agents to manage and operate the Facility and that my personal data may be disclose to them for the same purpose. The University may use video surveillance equipment to monitor the Facility for safety and security, and I acknowledge that by accessing and using the Facility, I will be subject to video surveillance and recording.

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

Name (please print): \_\_\_\_\_

Passport/Identity Card No.: \_\_\_\_\_

Telephone (Residence): \_\_\_\_\_ (Office): \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

## **APPENDIX**

### **Fitness Centre (FC) Rules & Regulations**

#### 1. Access

- a. The operational hours of the FC are from 0600H to 2359H daily.
- b. This facility is strictly for use by members of the Yale-NUS College Community.

#### 2. Safety

- a. The use of the facility is at your discretion and risk.
- b. Do not use the FC when you are unwell.
- c. It is recommended that you have a spotter when using free weights.
- d. Consult any Athletic staff if you are unfamiliar with the usage of any equipment.
- e. You are not allowed to remove any equipment from the FC without approval from the Dean of Students Office.

#### 3. Attire and Belongings

- a. Users of the FC should be properly attired at all times, i.e., sports apparel and covered shoes.
- b. All bags and belongings should be stored in the storage area provided.
- c. Users are responsible for their valuables and belongings.

#### 4. Etiquette

Show consideration to other users at all times by:

- a. Returning all equipment to their proper storage places after use.
- b. Not hogging any equipment or machines.
- c. Wiping down backrests, seats or equipment after use.
- d. Use headphones instead of playing music openly in the FC.