

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

Ihereby request authorisation to use the CDB Fitness Centre (the Fitness Centre). I acknowledge that use of the Fitness Centre is conditioned on my agreement to the terms associated with such use, as expressly set out in this document. In consideration of the Caribbean Development Bank (the Bank) providing me with access to, and use of, the Fitness Centre and the equipment therein I agree and acknowledge as follows:

1. That use of the Fitness Centre involves physical exercise and recreational activities that may cause injury. I understand that there is an inherent risk of injury in undertaking physical exercise, and/or the use of gym equipment. My use of the Fitness Centre and its facilities and services is a voluntary activity in all respects and I assume all risks associated with exercising and using the Fitness Centre and the equipment located therein and of any injury, illness or other loss that may result from such use. This includes both group activities and individual use of the equipment provided.
2. That I on behalf of myself, my family and personal representatives fully, completely and irrevocably release and discharge the Bank, its employees and agents from any and all liability, claim and causes of action from injury, illness or other loss which I may suffer on account of my use of the Fitness Centre. I further agree to indemnify and hold the Bank, its employees and agents harmless from any and all claims which may be brought against them by me, on my behalf, by my family and by my personal representatives resulting from injury, illness or loss sustained by me out of or in connection with my use of the Fitness Centre.
3. That in the event that I, through an emergency am unable to provide instructions on my own behalf, I authorise the Bank to secure from any hospital, doctor and/or medical personnel any emergency treatment deemed by such personnel to be necessary for my immediate care.
4. That I have been advised by the Bank to consult a doctor before I undertake any physical exercise programme. I am in good health and sufficient physical condition to properly use the Fitness Centre. In particular, I represent that I have no disability, impairment, injury, disease or ailment which prevents me from engaging in *active or passive*¹ exercise or which is likely to lead to an increased risk of injury or to adverse health consequences as a result of such exercise. The answers that I have given in my responses on the Confidential Medical History and Fitness Readiness Questionnaire are true to the best of my knowledge, information and belief, and by this means, I so inform the Bank.
5. That should I develop any disability, impairment, injury, disease or ailment which prevents me from engaging in active or passive exercise, or which is likely to lead to an increased risk of injury or to adverse health consequences as a result of such exercise, I will inform the Bank and complete and submit a revised Confidential Medical History and Fitness Readiness Questionnaire.
6. That it is important for me to use the equipment in the Fitness Centre in accordance with the instructions of the fitness attendants and the permitted personal trainers. I also acknowledge that it is important that I carefully read the operating instructions for the equipment in the Fitness Centre prior to use of such equipment, and to operate such equipment strictly in accordance with such instructions.

¹ Member may qualify as applicable.

- 7. That I accept that it is my responsibility to properly secure any personal property that I may take to the Fitness Centre and that the Bank is not liable for loss of such property through theft or otherwise. I also release the Bank from any liability for such loss.
- 8. That I understand and agree to adhere to the User Guidelines now in force, or in the future prescribed by the Bank, for the use of the Fitness Centre and the equipment therein. A copy of the current User Guidelines has been made available to me.
- 9. That I am advised by the Bank and do accept that this Acknowledgment and Release of Liability does not apply or extend to, or exclude restrict or decrease, any coverage for loss or injury or any benefits (disability, medical, pecuniary or other) provided or afforded by or through the Bank.

I confirm that I have read and fully understand the foregoing Acknowledgment and Release of Liability document.

Member's Signature: _____ Date: _____

Print Name: _____

OR

Member's Parent's Signature on behalf of Member (where applicable): _____ Date: _____

**PARENTAL/GUARDIAN CONSENT
(in the case of children 16-18 years old)**

I, the undersigned member of staff, being the parent or guardian of the Member, consent to the Member using the Fitness Centre training facilities and am aware of the risks involved in such use. I have accordingly signed the above Acknowledgment and Release of Liability on Member's behalf with full appreciation of its contents and, in particular, with full knowledge that such consent shall constitute a bar to any recovery by the Member, except to the extent provided therein, for any loss, injury or illness to the Member due to such use, including but not limited to loss of, or damage to, any personal property. I hereby hold the Bank, its employees and agents indemnified and harmless from any and all claims which may be brought against them by me, the Member, the Member's family or on behalf of the Member for any such injuries or claims as aforesaid and I for myself and on behalf of the Member and his family and personal representatives do hereby forever release and discharge the Bank, its employees and agents from any and all such claims demands, injuries, damages actions, losses and expenses.

Signed by Member of Staff: _____

Relationship to Member: Father Mother Guardian (indicate relationship)

Print Name: _____

Date: _____