

SUMMER-2019

University of the Virgin Islands



DATE: _____

GOVERNMENT/SEMI AUTONOMOUS PARTICIPANTS ☐ NON-GOVERNMENT PARTICIPANTS ☐

NAME (Print): _____

MAILING ADDRESS: _____

PHONE/CELL NO: _____

EMAIL ADDRESS: _____

GOVERNMENT EMPLOYEE NO: _____
& AGENCY _____

BUSINESS PHONE NO: _____

GENDER: FEMALE ☐ MALE ☐ OTHER: ☐

ARE YOU A RETIREE OF THE US VIRGIN ISLANDS GOVERNMENT? YES ☐ NO ☐

T-SHIRT SIZE: SMALL ☐ MEDIUM ☐ LARGE ☐ X-LARGE ☐ 2XL: ☐

USE FOR UVI FETE & SWEAT FITNESS FACILITATORS ONLY

* ONE-TIME REGISTRATION FEE: \$50.00 ☐

\$10.00 PER CLASS ☐

****THE SUMMER PROGRAM STARTS MAY 21, 2019 AND ENDS ON SEPTEMBER 7, 2019. EVENTS SCHEDULED AT THE SPORT & FITNESS CENTER TAKE PRECEDENCE OVER EXERCISE SCHEDULE FOR UVI FETE & SWEAT FITNESS. PROGRAM IS FREE TO USVI GOVERNMENT & WAPA EMPLOYEES, DEPENDENTS AGE 16 AND OVER & RETIREES UNDER 65 WHO ARE PRIMARILY INSURED UNDER THE CIGNA HEALTHCARE****

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FETE & SWEAT FITNESS PROGRAM RELEASE:

The undersigned, for ourselves, our minor children, guests, invitees, heirs, executors, administrator and assignees (hereinafter "Releasors"), in consideration of our use and occupancy of University of the Virgin Islands ("UVI.") property, located at the 2 John Brewers Bay, St. Thomas, USVI (hereinafter "the Premises") for the time period of **MAY 21, 2019 to SEPTEMBER 7, 2019** do hereby freely and knowingly assume all risk of personal injury, death and/or property damage relating to our occupancy of the Premises and waive, release and discharge UVI (hereinafter "the Released Party"), its officers, directors, managers, agents, legal representatives, employees, successors, assigns, insurers, and all other potential defendants, whether herein named or not, of and from any and all claims, liens, loss, demands, suits, debts, liabilities, damages, causes of actions, injuries, costs, expenses, including, but not limited to attorney's fees, known and unknown, foreseen and unforeseen, arising out of the Releasors' occupancy of the Premises, which Premises includes but is not limited to walkways, fixtures, furniture, or other amenities, pier(s), dock(s), waterway(s), building (s) or grounds, whether or not caused by the negligence or gross negligence of the Released Parties or any defective equipment or condition of the Premises.

Releasors acknowledge that they alone are responsible if they are injured, die, damage any property, and/or if their property is damaged while occupying the Premises. Releasors agree that they alone are responsible for any actual or perceive damages, including loss of use, lost wages, costs and expenses, including but not limited to pain and suffering, medical expenses and reasonable attorneys' fees, if they are injured, die, damage any property, and/or if their property is damaged while occupying the Premises.

Releasors agree that, in exchange for being allowed to occupy the Premises, they are voluntarily assuming the risks of any injury, death and/or property damage that might happen for ANY REASON. Releasors also agree that they may not bring any lawsuit or claim of any kind against the Released Parties for personal injury, death, or property damage. If Releasors should bring a claim or lawsuit in violation of this release, Releasors agree that they are liable to the Released Parties for all reasonable attorneys' fees and expenses incurred in defending against such a claim or lawsuit.

Releasors hereby remise release and forever discharge and agree to indemnify and hold the Released Party, its officers, directors, managers, agents, legal representatives, employees, successors, assigns, insurers, and all other potential defendants, whether herein named or not, safe and harmless from any and all claims, costs and liabilities for injury to or death of any person, or damage to any property as arising out of or in any way connected with Releasors' occupancy of the Premises. Such indemnity includes and is not limited to providing at their own expense, defense counsel of the Release Party's sole selection if the Released Party is sued in connection with the activity covered by this Release and Indemnification including the cost of reasonable attorneys' fees and expenses incurred by the Released Parties in defending against any such suit.

This Release shall be binding on the successors, assigns, members, legal representatives of the undersigned Releasers and shall be for the benefit of the successors, legal representatives, and assigns of the Released Party and shall survive the conclusion of the Event.

Releasors agree that this Release is being entered into in the Territory of the U.S. Virgin Islands, and the laws of the U.S. Virgin Islands shall govern its terms and conditions and the courts of the U.S. Virgin Islands shall be the exclusive venue. Releasors agree that if any term or condition is found to be invalid under the laws of the U.S. Virgin Islands, that term or condition shall be stricken from the Release without affecting the other terms and conditions.

Print Name and Signature:

Date: