

I HAVE TO SIGN WHAT, JUST TO WORK OUT?! THE ENFORCEABILITY OF FITNESS CLUB WAIVERS

One Hour of CLE Credit

Please select the one answer that best corresponds to each of the following statements or fills in the blank in the incomplete sentence.

1. **Waiver clauses are invalid as against public policy, even when freely contracted to by the parties.**
 True False
2. **The Nevada Supreme Court has published several opinions examining fitness center releases.**
 True False
3. **Although implied assumption of the risk was subsumed within Nevada's law of comparative negligence, express assumption of the risk is still a viable defense to a negligence action.**
 True False
4. **Whether a plaintiff had actual knowledge of the risk assumed is a question of law.**
 True False
5. **In determining the validity of a waiver, considerations should include:**
 - a. The nature and extent of the injuries;
 - b. The haste or lack thereof with which the release was obtained;
 - c. The understanding and expectations of the parties at the time of signing;
 - d. All of the above; or
 - e. B and C only.
6. **In order for a waiver to be valid, a releaser must _____ the risks:**
 - a. Knowingly accept;
 - b. Appreciate and fully understand; or
 - c. Enumerate each of.
7. **Unless there is ambiguity in the contract language, contract interpretation is a question of law for the court to decide.**
 True False
8. **Waivers are broadly construed and must set forth the contracting parties' intentions with minimal particularity.**
 True False
9. **Courts in most other jurisdictions hold that as long as a release constitutes a clear and unequivocal waiver with specific reference to a defendant's negligence, it will be upheld.**
 True False
10. **An enforceable waiver will:**
 - a. Give patrons adequate time for review;
 - b. Include clear and specific language assuming risks from the club's negligence;
 - c. Be explained by an employee;
 - d. Appear in conspicuous location in large, all-capital, bold print; or
 - e. All of the above.
11. **Waiver language should be buried in a contract's terms and conditions.**
 True False
12. **It is a good idea for language in a waiver to be over-inclusive.**
 True False
13. **Nevada's comparative negligence statute abolished the express assumption of the risk defense.**
 True False
14. **The question of whether a duty exists is a question of law to be determined by _____.**
 - a. The jury;
 - b. The court; or
 - c. The attorneys via stipulation.

Test 54 | THE ENFORCEABILITY OF FITNESS CLUB WAIVERS

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- 2) Answer the quiz questions on page 23. Each question has only one correct answer.
- 3) Send completed quiz along with this form and \$45 processing fee.

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