

Cedarville University Assumption of Risk, Release and Agreement for Participation in Fitness, Recreational, or Athletic Activities

READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELIEVE CEDARVILLE UNIVERSITY, ITS EMPLOYEES AND OTHERS FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST THE UNIVERSITY WHICH MAY ARISE FROM SUCH ACTIVITIES.

Participant's Full Name

Date of Birth (MO/DAY/YR)

It is my intention and desire to participate in fitness, recreational, or athletic activities on the campus of Cedarville University. For that reason, I am willing to sign this document which releases the University, its employees, and others from liability which may result from my participation in these activities.

Therefore, I, exercising my own free choice to participate voluntarily in the above-named activities, and promising to take due care during such participation, hereby **RELEASE** and **DISCHARGE, INDEMNIFY** and **HOLD HARMLESS** the University, and its members, officers, agents, employees, and any other persons or entities acting on its behalf against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, either in law or in equity, relating to injury, disability, death or other harm, to person or property or both, arising from my participation in and/or presence at the above described activities.

I acknowledge that I have been informed of the nature of the activities and that I am aware of the hazards and risks which may be associated with my participation in the above-named activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against the University and other persons as set forth above. I understand that I am solely responsible for any costs, fees, and expenses, including the cost of medical treatment and hospitalization, arising out of any bodily injury or property damage sustained through my participation in normal or unusual acts associated with the above-named activities.

I affirm that my general health is good and acknowledge that I have the requisite skills and physical abilities to properly and safely participate in physical activities. I further certify that I have no medical or physical conditions that could interfere with my participation. I also certify that I have adequate health insurance, disability, and life insurance for myself and family and do not presume that the University has secured insurance for my benefit.

I agree to follow all of the rules and policies set forth by the Cedarville University Recreation Center and the Athletic Center and to abide by any reasonable requests concerning use of the facility directed to me by the staff. I also agree to operate and use the equipment only in the manner in which they were designed and intended to be used. I understand that my failure to abide by and follow the policies or requests may result in the termination of my privileges to use the facility.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Assumption of Risk, Release, and Participation Agreement for Participation in Fitness, Recreational, or Athletic Activities.

READ, UNDERSTOOD, AND AGREED TO THIS _____ DAY OF _____, 20_____.

Signature of Participant whose printed name appears above:

Signature

(Participant must sign in the presence of the Witness)

Witness over 18 years of age

If participant is under the age of 18, his or her parent or legal guardian must also sign:

I, (printed name) _____, am the parent or legal guardian of the participant who has signed above. I have read and I understand the provisions of this document, I consent to the participant taking part in the activities described above, and I fully enter into and agree to the above Assumption of Risk, Release and Agreement for Participation in Fitness, Recreational, or Athletic Activities this _____ day of _____, 20_____.

Signature

(Parent or Guardian must sign in the presence of the Witness)

Witness over 18 years of age