

Assumption of Risk, Waiver of Liability, and Release Agreement

FOR AND IN CONSIDERATION of the opportunity to use Department of University Recreation facilities, equipment, programs and services (the "Facilities") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participant (referred to as the "Undersigned") does hereby agree to the following:

Assumption of Risk. The Undersigned acknowledges the existence of risk in connection with the use of the Facilities, whether in an active or spectator capacity (including but not limited to, participation in fitness classes, aerobic activities, personal training, instructional and group classes, sports clubs, outdoor programs and trips, ropes courses, sporting activities, running, weight lifting, massage therapy, use of equipment and swimming pools and/or mere presence on property owned or controlled by Recreational Services or at events sponsored by Recreational Services) (all such use of the Facilities referred to as the "Activities"). Participation by the Undersigned in the Activities is purely voluntary and the Undersigned elects to participate with full knowledge of the risks of injury, illness or damage to property. The Undersigned accepts full responsibility for any injuries, illness or damage to property that they may sustain in the course of such Activities. The specific risks vary from one activity to another, but potential risks include, but are not limited to: scratches, cuts, splinters, bruises, sprains, dislocations, broken bones, torn muscles, torn ligaments, joint or back injuries, nerve damage, eye injuries or loss of sight, heat stroke or exhaustion, heart attacks, strokes, concussions, brain or spinal cord injuries, temporary or permanent paralysis, loss of bodily functions, drowning, or even death. These risks may result from the use of the Facilities, from the Activities themselves, from the acts of others or the or from the unavailability of emergency medical care. The Undersigned acknowledges and agrees that they are owed no extraordinary duty of care in connection with their participation in the Activities.

Waive, Indemnify and Defend. The Undersigned hereby releases, waives, discharges, indemnifies, covenants not to sue, and agrees to hold harmless for any and all purposes the University of Richmond and its officers, trustees, directors, employees, and agents (hereinafter referred to as the "Releasees") from any and all liability, claims, demands, causes of action, suits, losses, damages, property damage, property loss or theft, costs (including court costs and attorneys' fees) or injury, including death, that may be sustained by the Undersigned while using the Facilities and/or participating in any Activity. The Undersigned understands and intends that this Assumption of Risk and Release is binding upon the Undersigned and their heirs, executors, administrators and assigns.

Acknowledgement of Policies and Procedures. The Undersigned agrees to abide by the policies and procedures of University Recreation, the Facilities, and the University. Policies are available at <https://recreation.richmond.edu/>. University Recreation reserves the right to temporarily revoke or permanently terminate the privileges of the Undersigned for any violations of University Recreation policies.

Prerequisite Skills and Training. The Undersigned represents that they have the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, Facilities, and to participate in the Activities. The Undersigned agrees to direct all questions about the skills, qualifications, or training necessary to properly use the equipment, Facilities, or to participate in the Activities to the appropriate staff member on site. The Undersigned acknowledges that no one can warn them of all of the dangers associated with the Facilities and that they have the responsibility to investigate any activity, hazard, or thing which may pose increased risk or that the Undersigned does not understand. The Undersigned has verified with their physician or other medical professional that they have no past or current physical or psychological condition that might affect their participation in the Activities.

Insurance. The Undersigned understands that the University does not carry participant insurance and that the Undersigned will be solely responsible for any medical, health or personal injury costs relating to their use of the Facilities and participation in the Activities. The Undersigned is encouraged to have a medical physical examination and to purchase health and accident insurance prior to any and all participation in the Activities.

Medical Care. The Undersigned gives Facilities staff permission to seek emergency medical, rescue, or evacuation services for them should they become injured or ill with the understanding that the Undersigned is responsible for any expenses incurred. The Undersigned also realizes that they may be attended to by Facilities' staff, including athletic trainers, until medical care is available.

Photography and Video Consent. The Undersigned authorizes the University of Richmond to copyright and publish all photographs and videos, in print or electronic format, in which they appear or speak that are taken by or on behalf of the University. The Undersigned agrees the University may use, edit, or reproduce such photographs or share them with others for any purpose related to the promotion of the University and its related programs and activities. The Undersigned releases all claims against the University of Richmond and others with respect to the copyright, publication, or use of such photographs or videos, including any claim for compensation related to their use.

Severability. The Undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding. The Undersigned has read, understands and accepts the terms and conditions stated herein, and understands that they are giving up substantial rights, including the right to sue the University of Richmond and its officers, trustees, directors, employees, and agents. The Undersigned acknowledges that they are signing the agreement freely and voluntarily and intends by their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

By signing this document, I acknowledge that I am over the age of eighteen (18), or the parent/guardian of a participant under the age of (18), and have had sufficient opportunity to read this entire document. I have read this document, understand it, and agree to be bound by its terms.

Participant's Printed Name

Signature

Date

Parent/Guardian Printed Name

Signature

Date

Email Address

Phone Number

University Recreation Participant/Guest Information and Waiver

Participant Information

First name: _____ Last name: _____

Date: _____ Telephone #: _____ - _____ - _____ Birthdate: _____

Address: _____ City: _____ State: _____ Zip: _____

Member Sponsor

First name: _____ Last name: _____

Date: _____ Sponsor membership ID #: _____

Self-Sponsor (If Alumni or Part-time)

Status (circle one): Part-time Student Part-time Faculty/Staff Alumni

First name: _____ Last name: _____

Maiden name (if alumna): _____ Date: _____

UR ID # (if known): _____ Graduation Year (if applicable): _____

MEMBER SERVICES USE ONLY *(Please check all boxes that are applicable to the sale)*

ID PRESENTED: DMV License _____ University ID _____ Identification Card _____

NOTE HAS BEEN ADDED ON PARTICIPANT'S PROFILE IN FUSION ("Guest form on file") _____

Rates

- Daily pass: _____ \$10 or _____ \$5 with University ID
- 7-day pass: _____ \$50 or _____ \$25 with University ID
- Cash _____ or Check # _____ or Journal voucher (JV) _____ *(department sponsored- send to MS manager)*

TEAM member: _____ Date: _____

Please turn over for waiver of liability



Health & Well-being
UNIVERSITY RECREATION