



Recreation and Well-Being

Virginia Commonwealth University
Department of Recreation & Well-Being
Liability Waiver, Release, and Assumption of Risk

In consideration for participating in and using Virginia Commonwealth University's Department of Recreation & Well-Being (RecWell) recreation activities, services, equipment and/or facilities, including, but not limited to club and intramural sports, fitness programs, outdoor recreation, aquatic programs, and various health promotion programming and activities I acknowledge and agree as follows:

- 1. Voluntary Participation-** My involvement or participation is voluntary and is not requested or required by the University.
- 2. Risk Factors-** I understand and acknowledge that participation in athletic or recreation activities or services or the use of equipment and facilities involves risks including, but not limited to the following: risk of property damage; bodily injury including but not limited to temporary or permanent muscle soreness; sprains; strains; cuts; bone fractures; abrasions; bruises; ligament and/or cartilage damage; head, neck or spinal injuries; paralysis; eye damage; disfigurement; drowning; and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others or from the unavailability of emergency medical care.
- 3. Assumption of Risk-** I voluntarily and personally assume all risks that may arise out of or result from participation in athletic or recreational activities or the use of equipment, facilities and/or services, regardless of whether such risks are known or unknown, foreseen or unforeseen, disclosed or undisclosed, including but not limited to those risks described above.
- 4. Compliance with Policies and Procedures-** I agree to comply with and abide by all applicable rules, policies and procedures of RecWell and the University. I understand that the safe and proper use of equipment, facilities or participation in the activity is dependent upon carefully following such rules, policies and procedures. RecWell may revoke or terminate my privileges for any violation of such rules and policies.
- 5. Release of Liability-** I hereby release, waive, and discharge the University, and all of its trustees, officers, employees and agents from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney's fees) arising from or in connection with my participation in or use of University recreation activities, services, equipment and facilities.
- 6. Indemnification-** I also agree to indemnify, defend and hold harmless the University, and all of its trustees, officers, employees and agents from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney's fees) arising from or in connection with my participation in and use of University recreation activities, services, equipment and facilities.
- 7. Skill, Ability and Fitness-** I acknowledge that I have the requisite skills, qualifications, physical fitness and ability, and training necessary to properly and safely use the equipment, facilities, and to participate in recreation activities. I agree that if I have any questions as to what skills, qualifications or training is necessary to properly use the equipment, facilities or participate in recreation activities itself, then I will ask the appropriate staff member on site. Furthermore, I certify that I have consulted with a physician to determine any potential conditions that may adversely affect my participation.
- 8. Medical Costs-** I am solely responsible for any and all medical, health, or personal injury or illness costs relating to my participation in or use of University recreation activities, services, equipment and facilities.
- 9. Jurisdiction-** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. The parties agree to jurisdiction in the Commonwealth of Virginia and venue in the City of Richmond for any disputes under this Agreement.

10. **Severability-** If any of the provisions of this Agreement, or portions thereof, are found invalid by a court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect.

11. **Acknowledgment-** I have read and fully understand this Agreement and realize it relates to surrendering and releasing valuable legal rights and do so freely and voluntarily.

By signing below, I understand that I assume all of the above described responsibilities. Furthermore, it is my understanding that Virginia Commonwealth University, RecWell, and their employees assume no liability and further disclaim all responsibility in my use of the facilities and equipment described above.

Name: _____ Signature: _____ Date: _____

Program Registered For: _____