

**University of Puget Sound Athletic & Aquatics Center**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ (“Participant”), hereby acknowledge that I may elect to use University of Puget Sound (“Puget Sound”) athletic and aquatics facilities and equipment (“Facilities”). I acknowledge that my use is elective and voluntary. **In consideration for being permitted by Puget Sound to use these Facilities, I hereby acknowledge and agree to the following:**

**POLICIES, RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with Puget Sound’s policies, rules, and requirements, including those posted on the Athletics website and/or in Facilities venues, such as the Fitness Center, Tennis Annex, and swimming pool. I acknowledge that Puget Sound has the right to terminate my use of Facilities if my conduct violates policies, rules, or requirements or otherwise as determined by Puget Sound.

**INFORMED CONSENT:** As a Facilities user, I will engage in physical activities that may include, but are not limited to, exercising, practicing, training, observing, and/or competing in activities during which I could sustain serious personal injuries. I further understand that protective equipment may be inadequate to prevent serious personal injury and that participating in such activities may result in serious bodily injury to and including but not limited to heat stroke, concussion, heart attacks or heart injury and injuries to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, damage, or even death as a consequence. Such outcomes could be a consequence of Puget Sound’s actions, inactions, negligence or fault, or the actions, inactions, negligence, or fault of others, conditions of equipment used, facility conditions, negligent first aid operations and procedures. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

**ASSUMPTION OF RISKS:** I understand and acknowledge potential dangers incidental to my use of Facilities as described in this Agreement.

**Athletic Facilities:** I understand that Facilities may not provide protective equipment, and that I am responsible for using appropriate protective equipment. I further understand Puget Sound staff may not be present in athletic facilities at all times. I understand I am responsible for following policies, rules, and requirements posted on the Athletics website or in any Facilities area.

**Aquatics:** I further understand I will have access to the Aquatics swimming pool. I am aware that contact with a swimming pool involves certain risks, including but not limited to: death, drowning, or other personal injury as a result of the area’s conditions, the acts of third parties or other unknown safety hazards, diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, injuries due to conditions of equipment, water conditions, first aid operations or procedures of Puget Sound and/or others, and that there may be other risks unknown to me or not reasonably foreseeable at this time.

**Climbing Wall:** I understand the indoor CLIMBING WALL (near the Fitness Center) cannot be used until I participate in an orientation with Climbing Wall Staff and sign a Climbing Wall Release Form. Go to [Climbing Wall](#) for orientation and wall use information.

**I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS DESCRIBED ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THE RISKS ARISE FROM THE RELEASEES’ NEGLIGENCE, GROSS**

**NEGLIGENCE OR INTENTIONAL MISCONDUCT** and I assume full responsibility for my use of Facilities.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Puget Sound including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Puget Sound's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my use of the Facilities.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my use of the Facilities.

**PERSONAL MEDICAL INSURANCE.** I agree to maintain personal medical insurance while using facilities. I further acknowledge I am responsible for the cost of any and all medical and health services I may require as a result of using Facilities.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I will assure I am physically and mentally fit to utilize Facilities and equipment that I choose to use. I agree not to use Facilities or equipment for which I have a medical condition or history that could be aggravated by the facilities or equipment. I also am responsible for consulting with my health care provider towards this end.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Washington.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.**

**This release and waiver is valid until I or Puget Sound revoke my use of Facilities.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Participant)