

RECREATIONAL SPORT AND SERVICES ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

In consideration of the use of the property, facilities, services, programs, activities and events provided by SIUC Recreational Sports and Services, including any travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by SIUC Recreational Sports and Services and participation in the Recreational Sports and Services Programs (Intramurals, Extramural Participation, Sport Clubs, Physical Sports, Weight and Cardiovascular training, Base Camp Programs, Instructional Programs, Aquatic Programs, Special Populations Programs, RSS Fitness Programs and any other programs and services sponsored by SIUC Recreational Sports and Services and related travel involves risk such as, but not limited to, the following which might 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: RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.
2. **ASSUMPTION OF THE RISK.** The undersigned ASSUMES ALL RISK WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those RISK FACTORS described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment and understands that the safe proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skill, qualification, physical ability and training and necessary to properly and safely use the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or participate in the activity itself, then they shall direct such questions to the appropriate Staff member on site.
5. **RELEASE.** The undersigned RELEASES the State of Illinois, the trustees of Southern Illinois University Carbondale, Recreational Sports and Services and all of their officers, employees and agents and agrees NOT TO SUE them on account of or in conjunction with any claims, causes of action, injuries, damage, or cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released.
6. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction.
7. **INDEMNIFY AND DEFEND.** The undersigned agrees to INDEMNIFY AND DEFEND the State of Illinois, the trustees of Southern Illinois University Carbondale, the SIUC Recreational Sports and Services and all of their officers, employees and agents (hereinafter jointly referred to as "indemnities") against, and hold them harmless from any and all claims, causes of action, damages, judgments, cost or expenses, including attorney fees which in any way arise from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnities of any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnities, the undersigned or anyone else.
8. **PAY.** The undersigned agrees to pay for any and all damages to any property or indemnities caused by the undersigned either negligently, willfully or otherwise.
9. **LEGAL FEES.** In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and cost.
10. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
11. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consent to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
12. **INSURANCE.** The undersigned understands the Recreational Sport and Services department does not carry participant insurance. The undersigned is encouraged to have a physical examination and purchase health insurance prior to any and all participation.
13. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Patron name (printed legibly) _____

Patron Signature _____

Date _____

STAFF Initials _____