



UNIVERSITY RECREATION
CENTRAL WASHINGTON UNIVERSITY



Please Print: LAST Name _____ FIRST Name _____ CWU ID# _____

Recreation Center

ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

I hereby acknowledge that I have voluntarily chosen to use the facilities and participate in the activities of the University Recreation Department, including, but not limited to, Student Recreation Center, Climbing Wall, Open Recreation, Personal Training, Weight Training, Cardiovascular Training, Intramural Sports, Collegiate Sport Clubs, Aquatics, CWU Pool, Play Fields and Fitness/ Aerobic/Martial Arts Classes (hereinafter called "program"). I understand the risks involved in the program. I recognize that the programs and its activities involve risks of injury including but not limited to muscle soreness, physical fatigue, ligament or muscle damage, broken bones and or dislocated appendages, and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that participation in the program involves activities and risks incidental thereto, including but not limited to, travel to and from competitions, practices, classes, limited availability of medical assistance and the possible reckless conduct of other participants. I am voluntarily participating in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

In consideration of my participation in the program and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless Central Washington University, its officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my participation in the program. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless Central Washington University, its officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns. I hereby expressly agree to indemnify, defend, and hold harmless Central Washington University, its officers, directors, employees, agents, volunteers and assigns for any claim arising out of or incident to my participation in the program, unless claim is caused by the sole negligence or willful misconduct of Central Washington University. I also understand that Central Washington University does not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damage or loss, nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses. I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I agree that this acknowledgment of risk and hold harmless is effective for as long as I participate in the program. "I agree as a student or voluntary member of the recreation center to abide by all university recreation policies, rules, and regulations."

First Name: _____ Middle Initial: _____ Last Name: _____

E-mail: _____ Date of Birth: _____

Student: YES _____ NO _____ If Yes, Year-in School _____.

I have read and understand the University Recreation's acknowledgement of risk and hold harmless agreement.

Participant Signature: _____ Date: _____

If under age of 18:

Parent's Name (Print) _____ Signature: _____

If the participant is under the age of 18, an acknowledgment of risk and hold harmless agreement must be signed by a parent or guardian and delivered or faxed to the University Recreation Department Fax # 509.963.3515. Forms can be picked up at the Recreation Center Front Counter.



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ROCK CLIMBING ACTIVITY AND PROGRAM PARTICIPANT HOLD HARMLESS AND ACKNOWLEDGEMENT OF RISK AGREEMENT

I acknowledge that the activities involved with climbing are voluntary and may include dangerous activities with the potential for death, serious injury, paralysis, brain damage, loss of vision or limb function, permanent scarring, disability, and/or property loss. I realize that the inherent risks of climbing include falls, equipment failure, bad decision-making, inattentive belayers, and holds that have become loose or damaged by other climbers. I understand that there are many unforeseen accidents which may occur, and I assume all risks associated with such accidents, even though I cannot foresee them.

I agree to pay attention to the condition of the ropes, harnesses, hardware, anchors, and all equipment, and to advise the facility staff if I do any damage or notice any damage. Because of the inherent dangers of participating in climbing wall or related activities, I recognize the importance of following instructions regarding techniques, training, and rules and agree to obey such instruction. I have or will obtain prerequisite skills, qualifications, preparation and training to participate in the rock climbing activity in a safe and competent manner.

I certify that I am physically capable of participating in this activity, and know of no medical or health reason that would prevent me from participating safely.

I give permission for University staff to seek emergency medical services for me should I become injured or ill with the understanding that I am fully responsible for any expenses incurred. I understand that the Central Washington University does not provide any medical insurance coverage for me while participating in this facility. I understand that it is my obligation to have a health and accident insurance policy in effect while participating in the University Recreation on activities or to otherwise be responsible for any and all medical expenses which may be incurred as a result of an accident

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Central Washington University, its officers, employees, volunteers and agents from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of climbing equipment or my participation in all climbing activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the officers, employees, volunteers or agents of Central Washington University.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which CENTRAL WASHINGTON UNIVERSITY is a party shall be Kittitas County, Washington.

I agree to assume all risks of personal injury, including paralysis, death or other permanent disability, medical expenses, lost wages, loss of earning capacity, and property damages, or any other loss incurred while participating in University Recreation activities and programs.

In addition, I hereby give my permission to Central Washington University to use my photographic image, in whole or in part, for program-specific public information and marketing activities at the discretion of Central Washington University.

I HAVE CAREFULLY READ THIS AGREEMENT. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

Signature: _____ **Date:** _____
Must also be signed by parent or legal guardian if participant is a minor under 18 years of age (see reverse).

Printed Name: _____ Date of Birth: _____
Local Address: _____ Ph. #: _____
City: _____ State: _____ Zip Code: _____

In case of emergency please contact:
Name: _____ Relationship: _____
Address: _____ Ph. #: _____
City: _____ State: _____ Zip Code: _____