



Informed Consent Waiver and Release of Liability

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Department of Campus Recreation ("DCR"), through its Campus Recreation Center ("CRC") and Fitness Center at CARE/Crawley ("FCCC"), provides for activities such as weight lifting, running, aerobic activities, classes, and other sporting activities. These activities involve strenuous exertions of strength using various muscle groups, some involve quick movements using speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death. I understand, and appreciate that the activities and programs at the CRC and FCCC carry certain inherent risks, and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Waiver of Liability and Indemnification: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment, services, and programs of the DCR, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and agree not to sue the State of Ohio, the University of Cincinnati and its governing board, officers, employees, and agents ("Releasees") from any and all liability for any harm, injury, damage, claims, demands of any kind, actions, causes of action, costs and expenses that I may have or that hereafter may accrue to me, arising out of any loss, damage, or injury, including death, that may be sustained by me or any loss or damage to any property belonging to me, whether caused by the negligence, misfeasance, or nonfeasance of Releasees or otherwise while in or upon premises or equipment of the CRC and FCCC or engaged in any activity or program offered at and by the DCR.

I also agree to INDEMNIFY AND HOLD Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, that result from my participation in or involvement with any program or activity at or associated with the CRC and FCCC and to reimburse Releasees for any incurred expenses.

I further agree to comply with the stated and customary terms and conditions of participation and agree that if any unusual or significant hazard is observed, my activities will be discontinued and I will immediately bring such matter to the attention of the nearest official.

Acknowledgment of Understanding: I have read this Agreement, fully understand its terms, and understand that it affects my legal rights. I am signing this Agreement knowingly and voluntarily, and intend for it to be a complete and unconditional release of liability to the greatest extent allowed by law.

Signature: _____ Date: _____ Print Name: _____

If under 18, this Agreement must be signed by a parent or guardian before a child or teenager can engage in any activity.

Signature: _____ Date: _____ Print Name: _____

Person(s) under 18, parent or guardian is responsible for: _____

Home Address: _____

City/State/Zip: _____

Home or Cell Phone: _____ Business Phone: _____

Email: _____

Emergency Contact Information:

Last Name: _____ First Name: _____

Home Phone: _____ Work Phone: _____

Relationship: _____