



USA STUDENT RECREATION CENTER MEMBERSHIP

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

ASSUMPTION OF RISK: 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 at the University of South Alabama has facilities for and provides for activities such as weightlifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the Department of Campus Recreation at the University of South Alabama. I hereby assert that my participation is voluntary and that I knowingly assume such risks.

WAIVER: In consideration of permission to use the property, facilities, staff, equipment and services of the Department of Campus Recreation at the University of South Alabama, I for myself, my heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge from liability the University of South Alabama, its trustees, officers, agents, servants, and employees from any and all claims including the negligence of the University of South Alabama Department of Campus Recreation resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observations and use of facilities, premises, or equipment.

INDEMNIFICATION AND HOLD HARMLESS: I agree to indemnify and hold harmless the University of South Alabama, its trustees, officers, agents, servants and employees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, arising or resulting from my involvement at the University of South Alabama and to reimburse them for any such expense incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Alabama and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this *Waiver of Liability, Assumption of Risk, and Indemnity Agreement* and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I also agree to abide by all policies developed by the Department of Campus Recreation at the University of South Alabama of which I have received a copy. Failure to do so may result in a suspension of my Student Recreation Center membership and privileges.

Member(s) must sign in the presence of one (1) witness. If under the age of nineteen (19), member(s) and guardian(s) must sign this agreement.

IN WITNESS WHEREOF, member(s) and guardian(s) (if applicable) have caused this release to be signed this _____ day of _____, 20 ____.

PRIMARY MEMBER SIGNATURE

SIGNATURE OF WITNESS

SIGNATURE OF GUARDIAN (if applicable)

Telephone number of guardian

SECONDARY MEMBER SIGNATURE

OR

SIGNATURE OF GUARDIAN (if applicable)

Name and telephone number of next of kin