Eastern Kentucky University
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK.

Please read it carefully before signing.

I, _____, hereby affirm that I have read this document in its entirety. By my signature below, I agree to each and every term and condition of this document.

I UNDERSTAND THAT PARTICIPATION IN **EKU Campus Recreation Fitness Programs, Open Recreation Use Services, Club Sports, Intramural Sports, Adventure Programs, and Events ("Activity")** CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO: PERSONAL DAMAGE, INJURY, PANDEMIC, ILLNESS, PARALYSIS, DROWNING, DEATH, OR PROPERTY DAMAGE OR LOSS. I understand that these risks are described by way of example only, and that there are numerous other risks inherent in this activity to which I may be exposed. In the event of possible injury, I give permission for EKU to authorize the administration of medical care.

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN THE **Activity**, I, on behalf of my myself and anyone claiming interest through me, DO HEREBY INTENTIONALLY, KNOWINGLY, AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND AGREE TO HOLD HARMLESS EASTERN KENTUCKY UNIVERSITY, and all its employees, regents, volunteers, and representatives of EKU FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES, AND LIABILITIES brought as a result of my involvement in the **Activity**, whether such damage, injury, or loss results from NEGLIGENCE or some other cause, and to reimburse them for any such expenses incurred.

I understand that the University in no way represents, or acts as an agent for, any third party trip organizer, the transportation carriers, hotels, and other suppliers of service during the **Activity**. I understand and agree that the University is not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes or disruptions. Further, the University is not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

I HEREBY ASSERT THAT MY PARTICIPATION IN THE **ACTIVITY** IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. I acknowledge that EKU Campus Recreation has not required, coerced, or encouraged me to participate in the **Activity**. I understand that I signed this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

I further agree that this document will be interpreted in accordance with the laws of the Commonwealth of Kentucky. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining portions shall not be affected.

Information *Required Field

*First Name:_____ *Last Name:_____ ID Number (if EKU Student):_____

*Phone Number:_____ *E-mail Address:_____

_____

Sign name Print name Date

Signature of Parent or Guardian (if under 18 years of age): _____