

## Marshall Recreation Center and Campus Recreation Assumption of Risk, Waiver, and Release from Liability

In consideration of the use of the property, facilities and/or services of the Marshall Recreation Center, owned by Provident Resource Group - Marshall Properties, LLC, and the Department of Campus Recreation, managed by CENTERS, LLC, 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 the Department of Campus Recreation at Marshall University and participation in Campus Recreation programs (Intramural, Informal, Instructional, Group Fitness, Physical Sports, Weight and Cardiovascular Training, Climbing, Swimming and any other programs and services sponsored by Campus Recreation and/or activities occurring in the building) involves risk including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others or the or from the unavailability of emergency medical care.
2. **ASSUMPTION OF THE RISK.** The undersigned voluntarily assumes all risks described in Section 1 above that may arise out of or result from the use of the equipment or facilities, and/or the services of the Marshall Recreation Center. Exception being any injuries caused by the gross negligence or willful or wanton misconduct of any officials, officers, employees, agents, or volunteers of Marshall University, Provident Resource Group - Marshall Properties, LLC, and CENTERS, LLC.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all rules and regulations of the Marshall Recreation Center and of Marshall University. The Campus Recreation staff reserves the right to temporarily or permanently revoke or terminate the undersigned's membership privileges for any violations of the rules and regulations of the Marshall Recreation Center and of Marshall University or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of the Marshall Recreation Center.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in programs and activities developed by Campus Recreation. 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 such programs and activities, then he or she shall direct such questions to the appropriate Campus Recreation staff member on site.
5. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
6. **INDEMNIFY AND DEFEND.** The undersigned hereby releases, waives, indemnifies and holds Marshall University, Department of Campus Recreation, CENTERS, LLC, Provident Resource Group - Marshall Properties, LLC, and all of their officers, trustees, directors, employees, and agents (hereinafter jointly referred to as "indemnitee") harmless from any and all claims, causes of action, suits, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's use of the property, facilities, and/or services of the Marshall Recreation Center.
7. **PAY.** The undersigned agrees to pay for any and all damages to any property or indemnitee caused by the undersigned negligently, willfully or otherwise.
8. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
9. **CONSENT FOR EMERGENCY TREATMENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
10. **INSURANCE.** The undersigned understands the Campus Recreation does not carry participant insurance and that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities and/or services of the Marshall Recreation Center. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
11. **JURISDICTION.** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of West Virginia. The parties agree to use the State of West Virginia for Jurisdiction and the County of Cabell as Venue for any disputes between the parties.
12. **SEVERABILITY.** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
13. **ACKNOWLEDGMENT.** The undersigned has read and fully understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

PARTICIPANT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone Number: \_\_\_\_\_

### Consent and Release on Behalf of Minor

I am the parent or legal guardian of the above named minor. I have read and understand the agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the agreement. I also give my consent to the participation in the activity of the minor.

SIGNATURE: \_\_\_\_\_  
(Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor)