

## RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNIFICATION

### **\*\*PLEASE READ AND FULLY UNDERSTAND THE FOLLOWING BEFORE SIGNING\*\***

**Purpose of this Form.** This form is to be signed by the each Participant in the Activity who is 19 years of age or older. In consideration of the social, recreational, educational, and other benefits that may be provided, the receipt and adequacy of which is acknowledged, Participant agrees as follows:

**Definitions.** The following terms have the stated meaning when used in this document:

- **Participant** – the individual(s) participating in the Activity and all related activities that execute(s) this document. If this document is signed by a parent or legal guardian as Participant for themselves and/or on behalf of any of their minor children, then Participant includes the parent/guardian, as well as each of their Child Participants identified below.
- **Potential Liabilities** – any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from Participant’s involvement in the Activity, such as medical expenses, other costs, injury, sickness, or death.
- **Activity** – any recreational/educational activity, service, or program offered by UA that you choose to participate in, including and all activities related thereto. Examples of an Activity include, but are not limited to, all forms of physical exercise, sport club participation, intramurals sports, outdoor activities, special events, membership in the Rec Center, lifting weights, and other special activities, such as pilates, climbing wall, pool usage, and personal training.
- **UA** – The Board of Trustees of the University of Alabama, including the University of Alabama, foundations affiliated therewith, and their respective trustees, officers, employees, agents, representatives and volunteers.

**Liability Release. THIS IS A RELEASE OF LIABILITY.** Participant knowingly and voluntarily waives, releases, exculpates, and discharges UA from and against any and all Potential Liabilities connected with the Activity. By signing this form, Participant voluntarily agrees to discharge UA in advance from all such Potential Liabilities.

**Indemnification.** Participant agrees to hold harmless and indemnify UA from and against all Potential Liabilities related to, connected with, or arising from Participant’s involvement or participation in the Activity.

**Assumption of Risk.** Participant understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation, activities potentially related to the Activity like the following: travel risks such as accidents, crashes, and risks from autos operated by UA as well as autos operated by other individuals or entities, poorly maintained roads and sidewalks;; premises risks, including premises that may be owned or operated by others as well as contact with the playing surface, walls, bleachers, and other objects in/on and around the playing surface, as well as risks from water, such as drowning; injury risks from falls, collisions, impacts, or accidents (such as cuts, bruises, torn muscles/ligaments/tendons, sprains, brain damage, paralysis, broken bones, eye damage, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others, including those involved in the Activity as well as bystanders (such as transmitted illnesses, contact, or others’ actions); health risks, such as concussion(s), respiratory events, neck/spinal injuries, injuries affecting vision, heart attacks, sudden illness, non-fatal/fatal drowning and other risks inherent in any strenuous activities, including, but not limited to, the injury risks identified herein; equipment risks, including failure, misuse, inherent risks, and risks from UA or non-UA equipment; other risks and hazards beyond the control of UA or others, including, but not limited to, the criminal acts of others; and risks and hazards not presently known or reasonably foreseeable. Participant acknowledges that they have had an opportunity to investigate the Activity before executing this form and, knowing and understanding all risks associated with the Activity, Participant nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the Activity. Participant also agrees to take all reasonable steps to avoid any risks, injury, or death.

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**Physical Fitness, Health Care, and Emergencies.** Participant understands that UA does not accept responsibility or liability for certifying Participant’s physical fitness to participate in the Activity or for providing health care services or health care insurance for those participating in the Activity. It is Participant’s responsibility to consult with a medical professional prior to the Activity. Further, Participant is strongly encouraged to obtain a sports physical or comparable clearance from a medical professional prior to participating in the Activity. By taking part in the Activity, Participant warrants their physical fitness to safely participate in the Activity. Additionally, Participant agrees to be responsible for payment of any fees and charges that may be imposed by any doctor or hospital facility in the provision of medical care to Participant.

**Conduct.** Participant agrees to follow posted signs and published rules as well as instructions and directions of any UA representative or other official associated with the Activity.

**ACKNOWLEDGEMENT. I, AS PARTICIPANT, ACKNOWLEDGE THAT I HAVE READ, CONSIDERED, AND UNDERSTAND THIS ENTIRE DOCUMENT AND ITS EFFECT ON MY RIGHTS. RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE ABOUT THE RISKS ASSOCIATED WITH THE ACTIVITY, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, AND THE EFFECT OF THIS DOCUMENT, I VOLUNTARILY AGREE TO EXECUTE THIS DOCUMENT AND PARTICIPATE IN THE ACTIVITY. I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE TO ME SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT. I VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL FULLY INTENDING TO LEGALLY BIND MYSELF, MY HEIRS, SUCCESSORS, AND ASSIGNS TO ITS TERMS.**

**\*If Participant is under the age of 19, a Parent/Guardian must execute this document as the Participant and identify the underage Participant as a “Child Participant” below. THE SIGNING PARENT/GUARDIAN CERTIFIES THAT THEY ARE OVER THE AGE OF 19, HAVE READ, CONSIDERED, AND UNDERSTAND THIS DOCUMENT, UNDERSTAND THE RISKS, INCLUDING INJURY OR DEATH, ASSOCIATED WITH THE ACTIVITY, ARE VOLUNTARILY ALLOWING CHILD PARTICIPANT(S) TO TAKE PART IN THE ACTIVITY, HAVE THE LEGAL RIGHT TO SIGN ON BEHALF OF THE CHILD PARTICIPANT(S), ARE SIGNING THIS DOCUMENT VOLUNTARILY, ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT, AND AGREE TO ENTER INTO THE SAME, FULLY INTENDING TO LEGALLY BIND PARTICIPANT AND CHILD PARTICIPANT(S) LISTED BELOW UNDER THE AGE OF 19 AS WELL AS THEIR HEIRS, SUCCESSORS, AND ASSIGNS TO THE TERMS OF THIS DOCUMENT.**

→ Printed Name of Participant (and/or Parent/Guardian) \_\_\_\_\_  
Signature of Participant (and/or Parent/Guardian) \_\_\_\_\_  
Participant e-mail address \_\_\_\_\_  
Date \_\_\_\_\_ Phone Number \_\_\_\_\_  
Name of Child Participant \_\_\_\_\_ DOB: \_\_\_\_\_  
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