University Recreation Assumption of Risk and Release of Liability

PLEASE READ BEFORE SIGNING!

Assumption of Risk, Release of Liability and WARNING!

In consideration for being allowed to utilize University Recreation programs, services, facilities and equipment as well as traveling to or from any activity or program organized or affiliated with the University Recreation Department, either on or off any Washington State University properties, I voluntarily agree to assume all risks involved in participating in, traveling to or from, or using University Recreation programs, services, facilities and equipment. I understand that direct supervision by Washington State University staff may not be provided and by participating in, traveling to or from, or using the programs, services, facilities of University Recreation, I expose myself to the risk of injuries including but not limited to temporary or permanent muscle soreness, sprains, strains, cuts, abrasions, bruises, ligament and/or cartilage damage, head, neck or spinal injuries, loss of use of arms and/or legs, eye damage, emotional trauma, disfigurement, drowning or death. I also understand I may be exposed to various infectious pathogens known to cause illness and disease in humans, including, but not limited to SARS-CoV-2. I am aware SARS-CoV-2, which causes COVID-19, is circulating within the community, and within shared space settings. I voluntarily and freely agree to knowing the risks of contracting COVID-19 and other respiratory illnesses during this experience. Such risks include, but are not limited to, respiratory failure, organ failure, death, aggravation of existing health conditions, stress, social-stigmatization, and/or spreading the infection to others. I also recognize that there are both foreseeable and unforeseeable risks of injury or death that may occur as a result of my participation in, traveling to or from, or use of University Recreation programs, services, facilities, and equipment that cannot be specifically listed. I also recognize that the actions of other users of University Recreation programs, services, facilities, and equipment may cause harm or loss to my person or property and agree to assume the risks of same.

Release of Liability

I, my heirs and assigns hereby release the State of Washington, the Regents of Washington State University, Washington State University, the University Recreation Department, and the employees, agents or representatives of Washington State University (hereafter referred to as the UNIVERSITY GROUP) from any and all liability, claims, costs, expenses, injuries or losses including those resulting from acts of negligence by the UNIVERSITY GROUP that I may otherwise sustain as a result of my participation in, traveling to or from, or using University Recreation programs, services, facilities, and equipment. I also release the UNIVERSITY GROUP from loss or damage to my person or property caused by other users of University Recreation programs, services, facilities, and equipment.

If any part or portion of this Assumption of Risk and Release of Liability is determined to be invalid or unenforceable, the remaining parts or portions shall be enforceable. This release and all matters related to your activities involving Washington State University shall be governed by and interpreted in accordance with Washington law. I have carefully read this Assumption of Risk and Release of Liability and fully understand its contents. I am aware that this Assumption of Risk and Release of Liability is a contract between the UNIVERSITY GROUP and myself and I sign it of my own free will.

Signature:___________________________________________________Date:_____________________________

THIS DOCUMENT WILL BE CONSIDERED EFFECTIVE FROM THIS DATE FORWARD.

Name (please print):_________________________________________WSU ID #__________________________

Witness Signature:______________________________________Name (please print) ____________________________________

If participant is 17 years old or younger, please use a Youth registration form.

NOTE: We strongly encourage you to consult with a physician before participating in any physical activity to determine any potential conditions that may adversely affect your participation. We encourage those with pre-existing conditions to wear a medical alert bracelet or neck tag indicating the appropriate medical information. We strongly recommend that all participants have a medical insurance policy that will cover injuries or illness that may occur due to participation in or use of University Recreation programs, services, facilities and equipment. If you have any questions regarding the language or details of this document prior to signing, please contact Jeff Elbracht or Joanne Greene at 509-335-8732, SRC Room 250, WSU.