

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In **CONSIDERATION** of being permitted to enter Ashland University's Recreation and Sport Sciences Center for any purpose, including, but not limited to observation, use of facilities or equipment, or participation in any way, the undersigned hereby acknowledges, agrees, and represents that he or she has, or immediately upon entering, will inspect such premises and facilities. It is further warranted that such entry in the Recreation and Sport Sciences Center for observation, participation, or use of any facilities or equipment, constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for such observation or use.

IN FURTHER CONSIDERATION IN BEING PERMITTED TO ENTER THE RECREATION AND SPORT SCIENCES CENTER FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Ashland University, the Department of Recreational Services, its employees, instructors or agents; (hereinafter referred to as "releasers") from all liability to the undersigned; for any loss or damage, and any claim or demands therefore on account of injury or illness to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasers or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasers and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the Recreation and Sport Sciences Center premises or in any way observing or using any facilities or equipment of the Recreation and Sport Sciences Center whether caused by negligence of the releasers or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of the releasers or otherwise, while the undersigned is in, upon, or about the premises of the Recreation and Sport Sciences Center and or while using the premises or any facilities or equipment hereon.

THE UNDERSIGNED further expressly agrees that the forgoing **RELEASE, WAIVER, AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any portion thereof is held to be invalid, it is agreed that balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ, AFFIRMS THAT THEY ARE OF LEGAL AGE AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement, apart from the forgoing written agreement, have been made.

I HAVE READ AND SIGNED THIS RELEASE:

Name (please print) _____

Name (signature) _____

THE PARENT/GUARDIAN HEREBY AGREE that if their son/daughter is under the age of 16, they will be accompanied by an adult while they are in the Recreation Center. If their son/daughter is older than 16, they are able to use the Recreation Center without their parent/guardian present with full knowledge of potential risks that may occur.

Signature of Parent/Guardian of Dependent: _____

Date: ____/____/____

Date of Birth: ____/____/____

Phone Number: _____

Name of dependent (if applicable) _____