



**The Department of Recreation & Wellness
Fitness Center**

Assumption of Risk, Release, Waiver of Liability, and Covenant Not to Sue

PART I: ASSUMPTION OF RISK

Many recreational activities and athletic programs involve substantial risk of bodily injury, property damage, and other dangers associated with participation in such activities. The undersigned hereby intends to participate in an exercise, intramural sports, and /or outdoor recreation program at the Department of Recreation & Wellness Fitness Center (DRWFC), and acknowledges that participation in any exercise, intramural sports, and /or outdoor recreation program may involve inherent risks of physical injury, including, but not limited to, broken bones, strains, sprains, bruises, concussion, heat-related illnesses (hyperthermia), abnormal heart beats, abnormal blood pressure, and in rare cases, a heart attack, stroke, and possibly death.

The undersigned acknowledges that neither the Board of Regents of the University System of Georgia nor its members institution Clayton State University (CSU) warrants or guarantees in any respect the competency, mental condition, or physical condition of any trip leader, vehicle driver, or individual participant in any athletic or recreational activity. All participants in voluntary recreational and athletic programs will be required to sign this form.

I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in such voluntary athletic or recreation activities.

I have read and understand this Assumption of Risk. By signing this form, I accept and assume all risks, hazards, and dangers involved in any such activities in which I may elect to participate, including the training for, preparation for, and travel to and from the site of such activities.

PART II: RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby agrees, for the sole consideration of the enrichment I expect to derive from the exercise, intramural sports, and /or outdoor recreation program and for the consideration of DRWFC allowing my participation in the program to waive, release, hold harmless, covenant not to sue, and forever discharge DRWFC, CSU and the Board of Regents of the University System of Georgia, and their members individually, and their officers, agents and employees from any and all claims, demands, rights, causes of action, judgments costs and expenses, or other liability of whatsoever kind or nature resulting from my participation in or growing out of or in any way connected with the exercise, intramural sports, and /or outdoor recreation program either arising before, during and/or subsequent to becoming a member of the DRWFC, including but not limited to any and all, known and unknown, foreseen and unforeseen, bodily and personal injuries, including death, damage to property, and the consequences.

The facilities and activity programs offered by CSU have been designed and established to provide the optimum level of beneficial physical activity and enjoyment without compromising the health and safety of those who utilize the facilities or participate in the activities. Because of the nature of the program made available in the DRWFC and the equipment that is an integral part of many activities, there is an inherent risk of injury by any exercise activity. This results in a practical limitation being placed on the DRWFC in its effort to prevent injuries to participants, whether actively participating in physical activity, utilizing the equipment, or taking advantage of the various other facilities at CSU. The DRWFC and CSU enlists your assistance in assuring that the equipment is utilized in a proper manner so that the inherent risk that exists under the control of the DRWFC, as well as those outside the control of the DRWFC and/or partially within the control of each individual participant, are minimized by the participant's thoughtful and cautious use of both the equipment and the facilities.

PART II: RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE (Continued)

In consideration of the previously stated factors, the undersigned participant acknowledges the existence of risks in connection with these activities, assumes such risks, and agrees to accept the responsibility of any injuries sustained by him/her in the course of his/her use of the facilities and/or the equipment. More specifically, the participant acknowledges and accepts risks in one or more of the following general areas:

1. The use of exercise / intramural sports / outdoor recreation equipment;
2. Possible injuries or medical disorders arising out of the participant's physical involvement at the facilities;
3. Accidents or injuries that occur within the facilities and outdoor venues (e.g., in the locker rooms, in the dressing rooms, in the showers, in the restrooms, outdoor fields / recreation areas);

It is further recommended that participants consult with their physicians before engaging in any activities that are part of physical activity program.

I understand that the acceptance of this form by the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by said Board, its members, officers, agents, and employees. **I understand that this document shall be effective during the entire period of my enrollment at CSU, employment at CSU, or paid membership to the Fitness Center.**

I hereby certify that I am at least 18 years of age, or my parent or guardian has signed below, that I am suffering under no legal disabilities, and that I, or my parent and/or guardian, have read this form carefully, understand it, and agree to be bound by its terms.

The participant further acknowledges the existence of and the need for certain rules and procedures concerning the use of equipment and facilities that are a part of the DRWFC and CSU. He/she agrees to abide by those rules, and to make every individual effort to assure that the equipment and facilities are kept in a safe and usable condition.

(Do Not Detach Acknowledgement)

Having read the preceding, I knowingly acknowledge my understanding of these risks set forth herein and knowingly agree to accept full responsibility for my own exposure to such risks or that of my minor child or ward. I also acknowledge that I have asked a member of the Department of Recreation & Wellness staff any and all questions that I have concerning this document and that my questions have been answered satisfactorily. I further understand that this document is valid for the entire duration of time that I am enrolled / employed at Clayton State University and /or have a paid membership to use the Fitness Center and associated venues.

Participant's Name (Print)

Participant's Signature

____/____/____
Date

Parent's or Guardian's Signature *(if participant is under 18)*

____/____/____
Date

Witness

____/____/____
Date