



Virginia Polytechnic Institute and State University
Department of Recreational Sports
Assumption of Risk, Waiver of Liability & Indemnity Agreement

User Information

University Status: Student University Employee Non-Affiliate

User Name

Hokie Passport No. (If Applicable)

Street Address

City

State

Zip

Telephone

FOR AND IN CONSIDERATION of the opportunity to utilize Virginia Polytechnic Institute and State University Department of Recreational Sports facilities, equipment, programs and services (the “Facilities”) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, User and each guest or person in User’s family who will utilize the Facilities in connection with User’s affiliation at the University (individually and collectively referred to as the “Undersigned”) do hereby agree to the following:

Assumption of Risk. The Undersigned acknowledge the existence of risk in connection with use of the Facilities, whether in an active or spectator capacity (including, but not limited to, participation in fitness classes, aerobic activities, instructional and group classes and programs, sporting activities, running, weight lifting, use of equipment and swimming pools and/or mere presence in Recreational Sports buildings) (all such use of the Facilities referred to as the “Activities”). Participation by the Undersigned in the Activities is purely voluntary and the Undersigned elect to participate with full knowledge of the risks of injury, illness or damage to property. The Undersigned accept full responsibility for any injuries, illness or damage to property that the Undersigned may sustain in the course of such Activities. The specific risks vary from one activity to another, but potential risk include, but are not limited to: scratches, cuts, splinters, bruises, sprains, dislocations, broken bones, torn muscles, torn ligaments, joint or back injuries, nerve damage, eye injuries or loss of sight, heat stroke or exhaustion, heart attacks, strokes, concussions, brain or spinal cord injuries, temporary or permanent paralysis, loss of bodily functions, drowning, or even death. These risks may result from the use of the Facilities, from the Activity itself, from the acts of others or the or from the unavailability of emergency medical care.

Waiver/Indemnify and Defend. **The Undersigned hereby release, waive, discharge, indemnify, covenant not to sue, and agree to hold harmless for any and all purposes** The Commonwealth, by and on behalf of, Virginia Polytechnic Institute and State University (hereinafter referred to as the “University”), and their employees, officers, members or agents (hereinafter collectively referred to as the “Releasees”) from any and all liability, claim, demand, causes of action, suits, losses, damages, property damage, property loss or theft, costs (including court costs and attorneys’ fees) or injury, including death, that may be sustained by the Undersigned while using the Facilities and/or participating in any Activity whether caused by the negligence of the Releasees or otherwise. The Undersigned understand and intend that this Assumption of Risk and Release is binding upon the Undersigned and the heirs, executors, administrators and assigns of the Undersigned.

Acknowledgement of Policies. The Undersigned agree to abide by the policies and procedures of Recreational Sports, the Facilities and the University. A copy of the Policies is available upon request at the Facilities’ Service Counter and at <http://www.recsports.vt.edu/facilities/policies>. Recreational Sports reserves the right to temporarily revoke or permanently terminate the privileges of the Undersigned for any violations of the above-referenced Policies and Procedures. **The Undersigned understands that a valid, current identification card is required in order to access the Facilities (dependents under the age of 16 must enter with their User parent).**

Prerequisite Skills and Training. The Undersigned represent that they have the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the Activities. The Undersigned agree to direct all questions about the skills, qualifications, or training necessary to properly use the equipment, facility, or to participate in Recreational Sports programs to the appropriate Staff Member on site. The Undersigned acknowledge that no one can warn them/her of all of the dangers associated with the Facilities’ and that they have the responsibility to investigate any activity, hazard, or thing which may be dangerous or that the Undersigned do not understand. The Undersigned have verified with their physician or other medical professional that the Undersigned have no past or current physical or psychological condition that might affect their participation in the Activities.

Insurance. The Undersigned understand that University and Recreational Sports do not carry participant insurance and that the Undersigned will be solely responsible for any medical, health or personal injury costs relating to use of the Facilities and participation in the Activities. The Undersigned are encouraged to have a medical physical examination and to purchase health and accident insurance prior to any and all participation in the Activities.

Medical Care: The Undersigned give the Facilities' staff permission to seek emergency medical, rescue, or evacuation services for them should they become injured or ill with the understanding that they are responsible for any expenses incurred. The Undersigned also realize that the Undersigned may be attended to by Facilities' staff until medical care is available.

Severability: The Undersigned expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: The Undersigned have read, understand and accept the terms and conditions stated herein, and understand that the Undersigned are giving up substantial rights, including the right to sue The Commonwealth or Virginia Polytechnic Institute and State University, or any of their officers, agents, servants, or employees. The Undersigned acknowledge that the Undersigned are signing the agreement freely and voluntarily, and intend by his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. The Undersigned further understand that acceptance of this agreement by Virginia Polytechnic Institute and State University and The Commonwealth shall not constitute a waiver, in whole or in part, of sovereign immunity. The Undersigned attest they are the parent or legal guardian of any listed minor dependents. The Undersigned acknowledge that this waiver shall be construed by the laws of the Commonwealth of Virginia notwithstanding choice of law provisions. Any actions or disputes related to this waiver shall only be brought in a state court of the Commonwealth of Virginia.

User Signature

Date

Minor Dependent Name (print):

Minor Dependent Name (print):

Minor Dependent Name (print):

Minor Dependent Name (print):

Minor Dependent Name (print):
