



# Campus Recreation and Wellness

## *Waiver of Liability, Assumption of Risk, and Indemnity Agreement*

### Aquatic Activities

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Waiver of Liability:** In consideration of permission to use, today and on all future dates as a member, the property, facilities, staff, equipment and services of the University of Kentucky Department of Campus Recreation & Wellness, I, myself, release, waive, discharge, and covenant not to sue the University of Kentucky, its Board of Trustees, officers, employees, agents, and representatives (collectively, the University) from liability from any and all claims including the negligence of the University resulting in personal injury, accident or illness (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment. (Minor: Please initial \_\_\_\_ and Guardian of Minor if under 18 \_\_\_\_)

**Assumption of Risks:** I understand that I may be asked to participate in Aquatic Activities. I acknowledge that these activities are not without risk. Certain risks cannot be eliminated without destroying the unique character of this Aquatic Activity. The same elements that contribute to the unique character of this activity can cause loss or damage to personal property, accidental injury, illness, or in extreme cases, permanent trauma or death. I understand that even though precautions have been taken by the Instructor or Lifeguarding Staff to provide safe aquatic conditions, I am responsible for my health and safety at all times. I understand that if I am participating in an Aquatic Activity, I should modify or discontinue my workout or my participation at any time if I experience pain or discomfort and will inform my Instructor or a Lifeguard Staff immediately. I agree to take responsibility for my safety when participating in an Aquatic Activity, including those times when I am within a University facility, regardless of whether I am under the supervision of an instructor or lifeguard during the Aquatic Activity. Risks include, but are not limited to sprains, strains, breaks, concussions, cuts, loss of eyesight, cardiac arrest, drowning, partial or total paralysis, or death. Additional injuries may be caused by uneven footing in aquatic areas, dehydration or heat exhaustion, and life-threatening injuries sustained from diving into the water. I understand that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent and unknown risks not specifically identified. I understand that my participation in this Aquatic Activity is purely voluntary and I elect to participate in spite of and with full knowledge of these risks.

I am aware that Aquatic Activities may require a high level of physical exertion. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in this Aquatic Activity. I acknowledge that I have either had a physical examination and have been given a physician’s permission to participate, or that I have decided to participate in this Aquatic Activity without the approval of my physician and do hereby assume all responsibility for my participation in this Aquatic Activity.

I understand that this Assumption of Risk and personal responsibility statement is governed by the laws of the Commonwealth of Kentucky. (Minor: Please initial \_\_\_\_ and Guardian of Minor if under 18 \_\_\_\_)

**Indemnification:** I also agree to INDEMNIFY AND HOLD HARMLESS, the University of Kentucky, its Board of Trustees, officers, employees, agents, and representatives (collectively the University), from any and all claims, actions suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fees brought as a result of my involvement this Aquatic Activity and to reimburse the University for any such expenses incurred. (Minor: Please initial \_\_\_\_ and Guardian of Minor if under 18 \_\_\_\_)

**Severability:** I also agree that the foregoing Waiver of Liability and Assumption of Risk Agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Kentucky and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effort. (Minor: Please initial \_\_\_\_ and Guardian of Minor if under 18 \_\_\_\_)

**Acknowledgement of Understanding:** I have read this Waiver of Liability, Assumption of Risk, and Indemnification Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Guardian, if Participant is Minor: \_\_\_\_\_

Date: \_\_\_\_\_