



University of Kentucky

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: 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, I, myself release, waive, discharge, and covenant not to sue The Trustees of the University of Kentucky, its directors, officers, employees, and agents from liability from any and all claims including the negligence of University of Kentucky Department of Campus Recreation resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

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 activity. The same elements that contribute to the unique character of this activity can be causes of loss or damages 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 Department of Campus Recreation 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 risks not specifically identified. I understand that my participation in this activity is purely voluntary and I elect to participate in spite of and with full knowledge of the inherent 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 physicians' permission to participate, or that I have decided to participate in this activity without the approval of my physician and do hereby assume all responsibility for my participation in this activity.

I understand that this Assumption of Risks and Personal Responsibility statement is governed by the laws of the State of Kentucky.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Trustees of the University of Kentucky HARMLESS from any and all claims, actions suits, procedures, costs, expenses, damages and liabilities, including attorney's fee brought as a result of my involvement in University of Kentucky Department of Campus Recreation and to reimburse then for any such expenses incurred.

Severability: I also agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State 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.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity 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 the 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 \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

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

Printed Name of Guardian, if Participant is Minor \_\_\_\_\_ Date \_\_\_\_\_