

**Recreation and fitness services: Waiver and release of liability**

In agreeing to participate in recreation and fitness activities at EMU, I agree as follows:

I fully understand and acknowledge that recreational and fitness activities have (a) inherent risks, dangers, and hazards and such exists in my use of any equipment and my participation in these activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that, could cause serious disability; (c) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of Eastern Mennonite University, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (d) by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or the conduct of the representatives, employees, or volunteers of Eastern Mennonite University, or by any other person.

In agreeing to participate in indoor climbing at Eastern Mennonite University, I acknowledge that certain injuries are possible. These include but are not limited to: Minor or major bone fracture, rope burn, scrapes, abrasions, lacerations, head or body bumps, bruises, muscle, tendon, or ligament strains or sprains. These might be caused by: Slips, falls, and other gravity-related mishaps, equipment failure, overstraining, or exceeding physical limitations, human error (belayer, climber), disregard for guidelines, rules, and standard practice, ignorance or inattention, and environmental hazard (splinters, chalk dust, etc.).

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Eastern Mennonite University and its representatives, employees, and volunteers from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of any equipment or participation in these activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the representatives, employees, and volunteers of Eastern Mennonite University.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE EASTERN MENNONITE UNIVERSITY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant's Name (print) \_\_\_\_\_ DOB \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_