



Samford University Club Sports Assumption of Risk, Informed Consent, Waiver and Hold Harmless Agreement

PARTICIPANT INFORMATION

Name of Participant: _____

Address: _____

SU ID Number: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Date of Birth: _____

Gender: M F

SPORTS INFORMATION

Please list ALL Samford University Club Sports in which you will be participating: _____

ASSUMPTION OF RISKS, INFORMED CONSENT, WAIVER AND HOLD HARMLESS

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING, THIS IS A LEGAL BINDING DOCUMENT. THIS FULLY COMPLETED AND SIGNED FORM MUST BE SUBMITTED BEFORE ANY PERSON IS ALLOWED TO PARTICIPATE IN SAMFORD UNIVERSITY CLUB SPORTS.

The undersigned student wishes to participate in one or more of the Samford University Club Sports (hereafter, the "Club Sports") indicated above. In consideration of the mutual covenants and conditions contained in this Assumption of Risks, Informed Consent, Waiver and Hold Harmless Agreement (hereafter, this "Agreement"), the student agrees as follows:

1. Assumption of Risks

I acknowledge, understand and appreciate that as part of my participation in the Club Sports there are **dangers, hazards and inherent risks to which I may be exposed**, including, without limitation, risks of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. The dangers, hazards and risks may arise from my own actions, inactions, or negligence, as well as from the actions, inactions or negligence of others, or the condition of the premises. I further understand and acknowledge that there may be other dangers, hazards or risks not presently known or reasonably foreseeable. Some of the risks that may be present or that could occur include, but are not limited to:

- Injuries such as concussion, neck/spinal trauma, paralysis, broken bones, loss of teeth, or other injury as a result of body or object contact.
- Injuries such as muscle pulls, cramps, sprains, strains, cuts, bruises or other injuries that can occur while training, preparing or participating in competition.
- Death or injuries resulting from a traffic or pedestrian accident when traveling for a club activity.
- Death or injuries resulting from weather conditions such as lightning, hail and wind.
- Death or injuries occurring during water-related activities such as drowning, contact with swimmers or objects in the water, slipping or falling on deck or pool surfaces and failure to wear proper safety gear such as a life vest.
- • Death due to cardiovascular complication as a result of physical over-exertion.
- • Dehydration or heat stroke.
- • Loss of vision as a result of being struck with equipment or not wearing proper protective eyewear

The foregoing list is not intended to be all-inclusive: exclusion of a hazard or risk does not negate its possibility.

I am aware that the Club Sports activities may involve strenuous exertion of strength using various muscle groups, athletic movements and change of direction, and sustained physical activity which places stress on the musculoskeletal and cardiovascular systems. I acknowledge that specialized experience and skills may be necessary to participate in the Club Sports and confirm that I possess such experience and skills for the Sports in which I will participate. I understand that physical exercise is required for the Club Sports. I acknowledge that I am currently not suffering from, nor have I previously suffered from, any physical, medical and/or mental disability which would preclude me from participation in the Club Sports, or that would endanger me or interfere with my ability to safely participate. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Club Sports, and I attest and certify that I am sufficiently fit and physically trained for such participation. I understand and agree that I will follow all safety precautions required for participation in the Club Sports that I have indicated above.

Based upon the foregoing, I voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Club Sports.

2. Waiver of Claims

In consideration of permission to voluntarily participate in the Club Sports and use the property, facilities, and services of Samford University, I, on behalf of myself, my heirs, personal representatives, executors, administrators, successors, assigns, **do hereby release, waive, and discharge** Samford University, its trustees, officers, administration, faculty, staff, students, and all other Samford University employees and agents (hereinafter collectively referred to as "Samford") **from liability from any and all claims** including, but not limited to, any claim for damages, relief or compensation which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the Club Sports. This agreement applies to: (i) personal injury (including death) from incidents or illnesses arising from my participation in the Club Sports (including but not limited to, organized training activities, fitness tests, competitions or tournaments, practices, observation, use of facilities or equipment, shower/locker room area, and travel to and from sports related activities); and (ii) any and all claims resulting from the damage to, loss of, or theft of property.

3. Hold Harmless

On behalf of myself and my personal representatives, heirs, executors, administrators, successors, and assigns, I agree to **exempt, absolve, hold harmless and indemnify** Samford of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death or loss while participating in any part of the Club Sports (including travel, practice or competition, being coached, triaged by trainers, using or operating equipment or otherwise participating in the Club Sports activities) even if such loss, damage, injury, or death is the result of negligence on the part of Samford, or from any other cause. I hereby **expressly agree to indemnify and hold harmless** Samford from any claims, losses, costs or expenses of any kind, which Samford may incur as a result of any lawsuit, claim or demand made by or for myself against Samford for any of the activities contemplated herein.

4. Covenant Not to Sue

On behalf of myself and my personal representatives, heirs, executors, administrators, successors, and assigns I **covenant not to sue** and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action at law or in equity for damages, relief, or other compensation, which I may claim by reason of injury, death, damage or loss of any kind whatsoever relating to the negligence on the part of Samford arising out of my participation in any of the Club Sports.

5. Authorization for Medical Care

In the event of an accident or serious illness, I hereby **authorize representatives of Samford to obtain medical treatment for me and on my behalf.** I hereby hold harmless and agree to indemnify Samford from any claims, causes of action, damages and/or liabilities, arising out of or resulting from any such medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries that may occur during my participation in the Club Sports.

6. Choice of Law

This Agreement shall be governed by and construed under the laws of Alabama. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, damage or loss as a result of my participation in any part of the Club Sports, shall be brought only in Jefferson County, Alabama.

This Agreement contains the entire agreement between the parties to this agreement and the terms of this Agreement are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample time and opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns. By signing this document, I represent and affirm that I am 19 years of age or older. If I am 18 years of age or younger, the signature of my parent or legal guardian is below. If signed by a guardian, a court order establishing such guardianship is attached.

SIGNATURE IS REQUIRED:

Participant's Name: _____

Date: _____

Participant's Signature: _____

Parent/Legal Guardian's Name: _____

Parent/Legal Guardian's Signature: _____

Date: _____

A PARENT OR LEGAL GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19