University of CINCINNATI | CAMPUS RECREATION CENTER

Informed Consent Waiver and Release of Liability

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Department of Campus Recreation ("DCR"), through its Campus Recreation Center ("CRC") and Fitness Center at CARE/Crawley ("FCCC"), provides for activities such as weight lifting, running, swimming/diving, aerobic activities, classes, climbing (helmets are available upon request) and other sporting activities. These activities involve strenuous exertions of strength using various muscle groups, some involve quick movements using speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as broken/fractured bones, eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

Waiver of Liability and Indemnification: In consideration of CRC's permission for me or my minor child(ren) to use, today and on all future dates, the property, facilities, staff, equipment, services, and programs of the DCR, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and agree not to sue the State of Ohio, the University of Cincinnati and its governing board, officers, employees, and agents ("Releasees") from any and all liability for any harm, injury, damage, claims, demands of any kind, actions, causes of action, costs and expenses that I or my minor child(ren) may have or that hereafter may accrue to me or my minor child(ren), arising out of any loss, damage, or injury, including death, that may be sustained by me or my minor child(ren), or any loss or damage to any property belonging to me or my minor child(ren), whether caused by the negligence, misfeasance, or nonfeasance of Releasees or otherwise while in or upon premises or equipment of the CRC/FCCC or engaged in any activity or program offered by the DCR.

I also agree to INDEMNIFY AND HOLD Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, that result from my or my minor child(ren)'s participation in or involvement with any program or activity at or associated with the CRC/FCCC and to reimburse Releasees for any incurred expenses.

I further agree to comply with the stated and customary terms and conditions of participation and agree that if any unusual or significant hazard is observed, I will immediately stop my or my child(ren)'s activity and bring such matter to the attention of the nearest official.

I understand, and appreciate that the activities and programs at the CRC/FCCC carry certain inherent risks, and I hereby assert that my and my child(ren)'s participation is voluntary and that I knowingly assume all such risks. I also understand that I am responsible for knowing all DCR policies and procedures and that documentation is available upon request.

Media Waiver: At various times, the DCR at the University of Cincinnati will be taking digital images, photographs, and/or video of participants for educational, promotional and informational purposes for use in department related print materials and on the web. When/if the participant's likeness or image is used in a publication, there will be no identifying information provided (i.e. name, personal information). By signing this document you give permission for use of any images, photographs or video taken.

Acknowledgment of Understanding: By signing this form for myself and any minor children listed below, I am stating that I have read this Agreement, fully understand its terms, and understand that it affects those legal rights. I am signing this Agreement knowingly and voluntarily, and intend for it to be a complete and unconditional release of liability to the greatest extent allowed by law.

Participant/Legal Guardian signature: _____ Date: _____
(over the age of 18)

Participant/Legal Guardian printed name: _____
(over the age of 18)

Additional Minor Participant(s): _____ _____
[Print Name(s)]
_____ _____