

**Tulane University Department of Campus Recreation
Assumption of Risk, Waiver, and Release from Liability**

In consideration of the use of the property, facilities, and/or services of the Reily Recreation Center, including any travel related thereto, the undersigned agrees as follows:

1. Risk Factors: The undersigned understands and acknowledges that the use of equipment and facilities provided by the Department of Campus Recreation at Tulane University and participation in Campus Recreation programs (Intramural, Informal, Instructional Group Fitness, Physical Sports, Weight and Cardiovascular Training, Swimming and other programs and services sponsored by the Department of Campus Recreation and/or activities occurring in the building) involves risk such as, but not limited to the following: risk of property damage, bodily injury and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, organization of an act or from the unavailability of emergency medical care.

2. Assumption of Risk: The undersigned assumes all risks which are foreseeable and involved with or arise out of the use of the equipment or facilities, the activity itself, the acts of others, omission of an act or the unavailability of emergency care, including but not limited to those risk factors described in Section 1 above. Exception being any injuries caused by the sole or gross negligence, or willful or wanton misconduct on behalf of any officials, officers, employees, agents, or volunteers of Tulane University and the Department of Campus Recreation.

3. Acknowledgement of Policies and Procedures: The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands the safe and proper use of facilities, equipment, or participation in the activity is dependent upon carefully following such policies and procedures.

4. Prerequisite Skills and Training: The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability, and training necessary to properly and safely use the equipment, facilities, and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in the activity itself, then he or she shall direct such questions to the appropriate staff member on site.

Items 1-4: Initials

5. Release: The undersigned releases Tulane University, Department of Campus Recreation and all of their officers, trustees, employees, and agents not to initiate litigation on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury, or property damage whether or not caused by negligence or other fault of the parties being released.

6. Waiver: The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

7. Indemnify and Defend: The undersigned agrees to indemnify and defend Tulane University, Department of Campus Recreation and all of their officers, trustees, employees, and agents (hereinafter jointly referred to as "indemnities") against and hold them harmless from any and all claims, causes of action, damages to or destruction of any property of the indemnities or any others, injury or death to the undersigned or anyone else.

Items 5-7: Initials

8. Pay: The undersigned agrees to pay for any and all damages to any property or indemnities caused by the undersigned negligently, willfully or otherwise.

9. Representatives: The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

10. Consent for Emergency Treatment: The undersigned, as a participant in the subject activity, hereby consents to medical emergency where the undersigned is unable to consent to all treatment.

11. Insurance: The undersigned understands the Department of Campus Recreation does not carry participant insurance. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.

Items 8-11 Initials

12. Acknowledgement: The undersigned has read and understands this agreement and realize it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

13. Photography Release: In consideration of my engagement as a participant, bystander, and/or attendee, I hereby grant Tulane and the Department of Campus Recreation and its representatives the right and permission to copyright and use, re-use, publish, and republish at any time photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or fictitious name, or reproductions thereof in color or otherwise made through any media for art, advertising, trade, or any other purpose whatsoever.

Items 12-13 Initials

TO BE SIGNED BY ALL ADULT MEMBERS 18 YEARS AND OLDER, PRIMARY, SECONDARY, OR DEPENDENT.

Printed Name

Signature _____

Date