In consideration for participating in and using Seattle University’s athletic and recreation activities, services, equipment and/or facilities including, but not limited to, club and intramural sports, group fitness programs, personal training, outdoor recreation, Redhawk Center and Eisiminger Fitness Center, I acknowledge and agree as follows:

1. **Voluntary Participation-** My involvement or participation is voluntary and is not requested or required by Seattle University.
2. **Risk Factors**- I understand and acknowledge that participation in athletic and recreation activities or services (including services offered remotely), , and the use of equipment, facilities and/or services involves risks including, but not limited to, the following: risk of property damage; temporary or permanent muscle soreness; sprains; strains; cuts; bone fractures; abrasions; bruises; ligament and/or cartilage damage; head, neck or spinal injuries; paralysis; eye damage; disfigurement; drowning; and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others or from the unavailability of emergency medical care.
3. **Assumption of Risk**- I voluntarily and personally assume all risks that may arise out of or result from participation in athletic and recreational activities (including services offered remotely) and the use of equipment, facilities and/or services, regardless of whether such risks are known or unknown, foreseen or unforeseen, disclosed or undisclosed including, but not limited to, those risks described above.
4. **Compliance with Rules, Policies, Procedures and Instructions**- I agree to comply with all rules, policies and procedures of University Recreation, Redhawk Center, Eisiminger Fitness Center and Seattle University. I further agree to comply with all instructions from University Recreation staff. I understand that the safe and proper use of equipment, facilities or participation in the activity is dependent upon carefully following such rules, policies, procedures and instructions. University Recreation staff has the right to revoke or terminate my privileges for any violation of such rules, policies, procedures and instructions.
5. **Release of Liability-** I hereby release, waive, and discharge Seattle University, and its trustees, officers, employees and agents from all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney’s fees) arising from or in connection with my participation in or use of Seattle University athletic and recreation activities, services, equipment and facilities (including services offered remotely).
6. **Indemnification-** I also agree to indemnify, defend and hold harmless Seattle University and its trustees, officers, employees and agents from all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney’s fees) arising from or in connection with my participation in and use of the University’s athletic and recreation activities, services, equipment and facilities (including services offered remotely).
7. **Skill, Ability and Fitness-** I acknowledge that I have the requisite skills, qualifications, physical fitness and ability, and training necessary to properly and safely use the equipment and facilities and to participate in the athletic and recreation activities. I agree that if I have any questions as to what skills, qualifications or training is necessary to properly use the equipment and facilities or participate in athletic and recreation activities itself, then I will ask University Recreation staff. Furthermore, I certify that I have consulted with a physician to determine any potential conditions that may adversely affect my participation.
8. **Medical Costs**- I am solely responsible for any and all medical, health, or personal injury or illness costs relating to my participation in or use of Seattle University athletic and recreation activities, services, equipment and facilities.
9. **Undergraduate Student Insurance**- I acknowledge that all full-time Seattle University undergraduate students are required to have a medical insurance policy that will cover injury or illness that may occur due to participation in or use of University athletic and recreation activities, services, equipment and facilities.
10. **Part-time, Graduate and Law Student Insurance**-I acknowledge that all part-time, graduate and law students are strongly recommended to have a medical insurance policy described in Section 9 above.
11. **Guests, Alumni, Spouses and Partners Insurance**- I acknowledge that all guests, alumni, and spouses and partners of students, faculty, staff and alumni are strongly recommended to have a medical insurance policy described in Section 9 above.
12. **Governing Law-** This Agreement shall be governed by the laws of the State of Washington without regard to conflicts of laws principles. Exclusive venue for any litigation arising of this Agreement shall be state and federal courts located in in Seattle, Washington.
13. **Severability-** Should any of the provisions of this Agreement, or portions thereof, be found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect.
14. **Acknowledgment**- I have read and fully understand this Agreement and realize it relates to surrendering and releasing valuable legal rights and do so freely and voluntarily.
15. “**User Group Card**”- I agree to take full responsibility for my User Group Card (if applicable).
16. **COVID-19 Health and Safety Rules and Protocols and Assumption of Risk-** The novel coronavirus (“COVID-19”) is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19’s highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. I understand that Seattle University has put in place health and safety rules and protocols in order to mitigate the spread of COVID-19, which rules and protocols may be updated at any time. While acknowledging that these rules and protocols may or may not be effective in mitigating the spread of COVID-19, I agree to comply with such rules and protocols which may include, but are not limited to, completing an online health check screen before coming to campus, mask wearing, hand washing, hand sanitizing, and physical distancing. I understand that failing to comply with these rules and protocols is a violation of University policy. By signing this Agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at Seattle University to those who may be infected with COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by coming to the campus of Seattle University and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death.

Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail**:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Print

Participant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date**:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Parent/Legal Guardian** **Consent and Release on Behalf of Minor (if participant is under 18):**

I am the parent or legal guardian of the above named minor. I have read and understand the Agreement and realize it relates to surrendering valuable legal rights of the minor and me. I agree to be bound by all the terms of the Agreement and consent to the minor’s participation in the activity.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contact Information (Required for all participants):**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relation to Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Medical Insurance Coverage (Optional)**

Policy Holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Group Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_