



**The University of Arizona- Department of Campus Recreation
Assumption of Risk and Personal Responsibility User Agreement**

In consideration for being allowed access to the services and facilities provided by the Arizona Board of Regents for and on behalf of the University of Arizona Department of Campus Recreation ("Campus Recreation"), for the purposes of athletics, physical fitness, sports, exercise, training and recreational activities (the "Activities" as more fully described below), I agree as follows:

Although Campus Recreation has taken reasonable safeguards to provide appropriate equipment, facilities, and skilled staff so I can enjoy the Activities, I acknowledge that the Activities are not without risk and the safeguards taken cannot constitute a guarantee against injury. Campus Recreation does not want to frighten me or reduce my enthusiasm for the Activities, but thinks it is important for me to know in advance what to expect and to be informed of the inherent risks of the Activities.

I acknowledge the existence of risks in connection with my participation in the Activities, as well as my use of Campus Recreation's equipment, facilities, clinics and services. My participation in the Activities is purely voluntary and I hereby elect to participate with full knowledge of the risks of injury and/or illness that may result from such participation. I accept full responsibility for any injuries, illness or damage to property that I may sustain or cause in the course of participating in the Activities. More specifically, I acknowledge and accept the following risks:

Possible accidents, injuries, medical disorders, pain and suffering, lost income and medical expenses resulting from participation in the Activities, which Activities include, but are not limited to, basketball, volleyball, running, swimming, racquetball, squash, badminton, table tennis, weightlifting, use of cardio equipment, and my use of any and all other equipment, facilities, premises, and clinics owned or operated by Campus Recreation.

Possible injuries and medical disorders arising out of the Activities may include, but are not limited to, cardiac and pulmonary distress (including heart failure), stroke, heat stroke, exhaustion, sprains, broken bones, torn muscles and ligaments, cuts, scrapes, bruises, dislocations, concussions, drowning, nerve damage, eye injury, tendonitis, and brain or spinal cord injuries, which may result in temporary or permanent paralysis, loss of bodily functions, disability, or even death.

The risks listed herein may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, or the conditions under which the Activities take place or are conducted. Some Activities are performed individually, while other Activities may involve other participants. Campus Recreation instructors may lead some Activities. Many Activities require sports fitness equipment. Campus Recreation has some equipment available for checkout or rental, while some participants may choose to provide their own equipment.

I acknowledge the existence of certain rules and procedures concerning my participation in the Activities and use of Campus Recreation's equipment, facilities, clinics, and premises, and I agree to abide by those rules and procedures. I understand that failure to abide by Campus Recreation's instructions, rules, or policies/procedures may cause me to be prohibited from using certain pieces of equipment or participating in certain Activities or even expulsion from Campus Recreation's facilities and programs. I agree to inspect the premises, equipment, and facilities prior to participating, and to immediately discontinue participating in any activity or using any equipment that appears to be malfunctioning or otherwise unsafe. I further agree to immediately report such unsafe conditions to Campus Recreation.

I acknowledge that engaging in the Activities may require a degree of skill and knowledge and that I have responsibilities as a participant. I acknowledge that the staff of Campus Recreation is available to attempt to more fully explain to me the nature and physical demands of the Activities and the inherent and other risks, hazards and dangers associated with the Activities.

I have read and understand this Agreement. **I am aware of the level of exertion required to participate** in the Activities and acknowledge that I have the requisite skills and fitness level to participate in the Activities without causing harm to myself or to others. I have verified with my physician or other medical professional that I have no past or current physical or psychological conditions that might affect my ability to participate in the Activities. I authorize Campus Recreation to obtain or provide emergency hospitalization, surgical or other medical treatment for me and acknowledge that I will be financially responsible for any injury, damage or cost which might arise out of or be incurred in connection with such emergency medical treatment.

I understand that this Assumption of Risk and Personal Responsibility User Agreement is governed by the laws of the State of Arizona. I agree that if any portion of this Agreement is held to be invalid, the balance shall continue in full force and effect. **My decision to sign this Agreement is purely voluntary.** I hereby release and discharge Campus Recreation from any claims, suits, liability, demands, losses or damages on my account caused or alleged to be caused in whole or in part by: (a) defective or dangerous equipment, facilities or premises; or (b) misuse of the equipment, premises or facilities, including that caused by a failure to warn or supervise. I further agree that if I or anyone on my behalf makes a claim or files suit against Campus Recreation, or any of its employees, I will indemnify, save and hold Campus Recreation and such individuals harmless from any and all litigation expenses, attorney's fees, loss, liability, damages, or costs that are incurred as the result of such claim or suit.

This Assumption of Risk and Personal Responsibility User Agreement shall remain in full force and effect throughout the duration of the undersigned's membership in Campus Recreation or otherwise during all times of usage of Campus Recreation's services and facilities. University of Arizona students are members of Campus Recreation while registered for four or more units during the fall/spring semesters or three units during the summer.

IF APPLICABLE, PLEASE COMPLETE THE FOLLOWING AS TO ALL MINORS:

I understand that children 17 years or under are not allowed in the weight room and group fitness classes. Children must be accompanied by an adult (parent/guardian) and directly supervised at all times and are not allowed in the Pool unless under the direct and constant supervision and observation of a parent/guardian.

Please print below the name(s) of the minor child or children (ages 18 or under) who will be using the facilities of Campus Recreation:

- 1) _____ 2) _____
- 3) _____

I am the parent or legal guardian of the above named child(ren).

I hereby acknowledge that 1) I have read, understand and accept the terms and conditions stated in this Assumption of Risk and Personal Responsibility User Agreement (including such parts as may subject me to personal financial responsibility), 2) I am and will be legally responsible for the obligations and acts of the child(ren) whose names are set forth above, and 3) I agree, for myself and for the child(ren) named above, to be bound by all of the terms and conditions set forth herein. I further acknowledge that this Agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate.

X _____ CatCard # _____ Date _____
(if applicable)

The Department of Campus Recreation reserves the right to refuse access to its premises to anyone.

SPORT CLUB: _____

PRINT NAME: _____