

The University of Akron
Student Recreation and Wellness Center
Acknowledgement of Risk, Release, Waiver of Liability,
and Medical Authorization for ADULT Participants

In consideration of my being permitted by The University of Akron to use its Student Recreation and Wellness Center (SWRC) facilities and/or participate in any programs or activities offered by The University of Akron, I agree to the following:

I hereby acknowledge the inherent risks associated with using fitness equipment and facilities (including the swimming facilities) and that such risks include, but are not limited to:

1. Falling and impacting against solid surfaces, including the SWRC floor and projections, whether permanently or temporarily in place;
2. Drowning or inhalation of water;
3. Exposure to or injuries in the water and/or its chemicals;
4. Collisions associated with exercise or group activities;
5. Failure of fitness equipment, including, but not limited to, treadmills, stair climbers, elliptical machines, and weight machines;
6. Failure to follow the SWRC's employees' instructions or failure to ask for information or assistance; and
7. Injuries resulting from the actions or omissions of me or others using the facilities and equipment.
8. Overuse injuries.

I understand that these risks carry with them the possibility of serious or debilitating injury or death, including losses that may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others. I further understand that the dangers and risks of participation in the above activities may result not only in serious injury, but in a serious impairment of my future abilities to learn, earn a living, engage in other business, social and recreational activities and generally to enjoy life.

Despite the inherent risks associated with these programs and activities, some of which are outlined above, I consent to my participation in such activities at The University of Akron. I acknowledge that I am in good physical condition and that I know of no allergies, physical impairments, disabilities, or other condition or reason that would prevent me from safely participating in such activities.

I agree that I am required to abide by all rules and regulations of SWRC and that if I fail to abide by such rules and regulations, I will not be allowed to participate in any further programs or activities.

In consideration of being granted the opportunity to participate in the activity described above, arranged in part, or located at The University of Akron, I, for myself, my executors, administrators, heirs and assigns, do hereby release and forever discharge The University of Akron and its Board of Trustees, its administrators, officers, employees, agents and students from any and all claims for loss, damage, injury or cost, and any action whatsoever, including but not limited to those based on negligence, which arise in any manner out of my participation in this activity. I understand that this Release means, among other things, that I am giving up my right to sue The University of Akron and its Board of Trustees, its administrators, officers, employees, agents and students for any such loss, damage, injury or cost that I may incur. I also hereby agree that in the event any claim arising out of or incidental to personal injury, death, or any damages to me shall be filed against any Released Parties, I shall indemnify and hold harmless such Released Parties against any and all claims, including attorney's fees incurred by the Released Parties in defending any such claims.

In the event of illness or injury resulting or arising directly or indirectly out of my participation or involvement with programs or activities at the SWRC, I hereby give my consent and authorization for (1) the administration of emergency first aid care and treatment at the scene of an emergency by employees of The University of Akron or emergency personnel, (2) the administration of any treatment deemed necessary by a licensed physician or dentist, and (3) the transfer to any hospital reasonably accessible. This authorization is not intended to cover major surgery unless the medical opinions of two licensed physicians or dentists, concurring in the necessity for such surgery, are obtained prior to the performance of such surgery. I understand that should any such medical care or treatment be necessary, I am fully responsible for all costs associated with such care and treatment, and I agree to hold The University of Akron, as well as its Board of Trustees, officers, employees, agents, representatives, or volunteers harmless from all costs associated with such treatment.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE BEFORE HAVING SIGNED THIS DOCUMENT.

Participant's Name (Printed)

Participant's Signature

Date

Emergency Contact Name & Number

Relationship