

# Webster University

## FITNESS CENTER & POOL ACTIVITIES

### ASSUMPTION OF RISKS, INFORMED CONSENT, WAIVER AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, in full recognition and appreciation of the dangers and risks inherent in such activities, hereby release, waive and discharge Webster University, its Board of Trustees, officers, servants, agents or employees (hereinafter "the University") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in any of the activities listed above.

I acknowledge that my participation in the referenced activities is voluntary. I understand and acknowledge that the activities may be dangerous, that my participation is solely at my own risk and that I assume full responsibility for any resulting injuries or damages. I further declare that I am physically fit and capable to participate in such activities. I further agree to indemnify and hold the University harmless from any loss, liability damage or cost, including court costs and attorney fees, the University incurs arising out of my participation in these activities.

I recognize that this Assumption of Risks, Informed Consent, Waiver and Hold Harmless Agreement means I am giving up, among other things, the right to sue the University for Injuries, damages and losses I may incur as a result of my participation in the referenced activities. I also understand that this Assumption of Risks, Informed Consent, Waiver and Hold Harmless Agreement binds by myself, my heirs, executors, personal representatives, administrators, assigns and anyone else who can assert a claim on my behalf.

I hereby consent to permit Webster University and its representatives to provide emergency first-aid or medical treatment, including hospitalization and physician follow-up according to their best judgment, in the event I suffer an injury or illness during participation in such activities. Should individuals present at the activity trained in the rendering of first aid render such aid to me as an injured participant, I release and forever discharge such persons and the University from any liability arising out of any first aid or immediate treatment of injuries.

This Assumption of Risks, Informed Consent, Waiver and Hold Harmless Agreement shall be governed by the laws of the State of Missouri. I agree that in the event any provision of this Assumption of Risks, Informed Consent, Waiver and Hold Harmless Agreement is held unenforceable, then the balance of the Assumption of Risks, Informed Consent, Waiver and Hold Harmless Agreement shall survive.

In signing this Assumption of Risks, Informed Consent, Waiver and Hold Harmless Agreement, I acknowledge and warrant that I am at least eighteen years of age, that I have carefully read this document, and that I understand its terms and that I sign it freely and voluntarily. If signing as a parent / guardian for a participant under the age of eighteen, I also acknowledge and warrant that I have carefully read this document, that I understand its terms and that I sign it freely and voluntarily.

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**PRINT PARTICIPANT NAME**

**SIGNATURE**

**DATE**

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**PRINT PARENT/GUARDIAN NAME**

**SIGNATURE**

**DATE**

(if participant is under the age of eighteen)

**Circle One:**    **Member**        **Student**        **Faculty**        **Staff**        **Guest**        **UC Staff Initials:** \_\_\_\_\_