

WAIVER FORM

Assumption of Risk, Waiver, and Release from Liability - In consideration of the use of the property, facilities and/or services of The University of Alabama at Birmingham (UAB) Office of University Recreation including any travel related thereto, the undersigned agrees as follows:

- RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by the Office of University Recreation at The University of Alabama at Birmingham and participation in University Recreation programs (Intramural, Informal, Instructional, Group Fitness, Club Sports, Weight and Cardiovascular Training, Swimming, Outdoor Adventure, and any other programs and services sponsored by the Office of University Recreation and/or non-sponsored activities occurring in the building) involves risk including, but not limited to the following: risk of property damage, bodily injury, including but not limited to permanent disability, paralysis 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.
- ASSUMPTION OF THE RISK.** The undersigned voluntarily assumes all the risks that may arise out of or result from the use of the equipment or facilities, and/or the services of UAB University Recreation, including those risks described in Section 1 above.
- 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 that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all rules and regulations of UAB University Recreation. The undersigned acknowledges that the policies and procedures may be amended at any time in the future with or without notice, and that it is the undersigned's responsibility to periodically review the then-currently published policies and procedures and abide by them. The University Recreation staff reserves the right to revoke or terminate the undersigned's privileges for any violations of the rules and regulations of UAB University Recreation and The University of Alabama at Birmingham or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of UAB University Recreation.
- PREREQUISITE SKILLS.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical and mental ability necessary to properly and safely use the equipment, facilities, and to participate in any University Recreation activities. The undersigned agrees that if s/he has questions pertaining to the skills, qualifications, physical and mental abilities necessary to properly and safely use the equipment, facilities, and to participate in University Recreation activities, s/he will direct those questions to University Recreation staff.
- RELEASE AND HOLD HARMLESS.** The undersigned hereby releases, waives, indemnifies and holds harmless the Board of Trustees of the University of Alabama for The University of Alabama at Birmingham, the Office of University Recreation, CENTERS, L.L.C., and all of their officers, trustees, directors, employees, and agents (hereinafter jointly referred to as "indemnitee") harmless from any and all claims, causes of action, suits, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's use of the property, facilities, and/or services of UAB University Recreation .
- REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
- CONSENT FOR EMERGENCY TREATMENT.** The undersigned, as a participant in the subject activity, hereby consent to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment
- INSURANCE.** The undersigned understands that neither The University of Alabama at Birmingham, nor the Office of University Recreation, nor CENTERS, L.L.C. will be responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities and/or services of UAB University Recreation. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
- GOVERNING LAW.** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Alabama.
- SEVERABILITY.** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

11. **GUEST ATTENDANCE.** Your membership awards you an unlimited number of guest passes each year (up to 3/day). Guests are asked to pay \$10/day at the front desk and must show a valid photo ID when they visit. All sponsors must remain in the facility with guest during visit. Guest passes can be purchased for those 19 years and older at all times - minors are not eligible to sponsor a guest. Those under 19 are only permitted to participate with a direct parental/legal guardian. For complete rules and regulations on guest passes, please view our Guest Policies in our Membership Handbook.
12. **MEDIA.** The University of Alabama at Birmingham (hereinafter "UAB") produces informative materials in various media formats for use as educational materials for the general public in the areas of research, patient care, and other areas of interest (including the Rec Center). To accomplish this important goal of UAB, UAB requests persons to authorize it to utilize their name, likeness, voice, and/or performance, whether by motion picture, photograph, or quoted statements. In the interest of furthering the above purpose, the undersigned knowingly and willingly agrees to be bound by this authorization and release and agrees to the UAB Media Relations Policies.

ACKNOWLEDGMENT. The undersigned has read and fully understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Group name (For rentals only): _____

Member's Printed Name: _____ **DOB:** _____

Member's Signature: _____

Guest's Printed Name: _____ **DOB:** _____

Guest's Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Guest's Email Address: _____ **Guest's Phone Number:** _____

Guest's Emergency Contact: _____

Name Phone Number

Signature: _____ **Date:** _____

CONSENT AND RELEASE ON BEHALF OF MINOR (If above is a minor)

I am the parent or legal guardian of the above named minor. I have read and understand this Assumption or Risk, Waiver and Release from Liability and understand it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of this Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the minor's participation in the use of the UAB Campus Recreation Center and/or Activity.

Parent/Guardian's Printed Name: _____ **Date:** _____

Parent/Guardian's Signature: _____