Waiver of Liability, Assumption of Risk, and Indemnity Agreement for High Risk Clubs

Waiver: In consideration of being permitted to participate in any way in high risk clubs, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Wheelock Student Center of the University of Puget Sound, Associated Students of the University of Puget Sound, the University of Puget Sound, the state of Washington, the Trustees of the University of Puget Sound, and their officers, employees, volunteers and agents from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the high risk clubs (Please initial ____________).

Assumption of Risks: Participation in high risk clubs carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I am aware that ____________________________ is an activity involving physical contact and cardiovascular stress; specific hazards or risks involved in the ____________________________ club include, but are not limited to the following.

- Potentially permanent dental trauma, facial and outer ear deformities, with the possibility of blindness or deafness
- Risk of sprains, bruises, broken bones, and head injuries from participants or equipment
- Serious risk of all bones, joints, muscles, and internal organs from unexpected contact or reckless contact of other participants
- High risk of hand, wrist or shoulder injury from negligent use of equipment and/or regular training
- High risk of dehydration, heatstroke, and concussions from training, sparring or fighting
- Risk of emotional and psychological injuries or damage
- Risk of social or economic losses due to such inherent risks
- Risk of death
- Other ____________________________________________
I understand that __________________________ requires a certain level of fitness for safe participation and that the Associated Students of the University of Puget Sound recommend all participants have a physical examination to determine participation in high risk activities.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the high risk clubs and activities. I hereby assert that my participation is voluntary and that I have knowledge of the danger involved and all such risks of property damage, personal injury or death (Initials__________).

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the Wheelock Student Center of the University of Puget Sound, the Associated Students of the University of Puget Sound, the University of Puget Sound, the State of Washington, the Trustees of the University of Puget Sound, and their officers, employees, volunteers and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in high risk clubs and activities and to reimburse them for any such expenses incurred (Initials__________).

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Washington that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (Initials__________).

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

____________________________  _______________________________  _________________
Print Name                                                     Signature                                                     Date

August 23, 2017 revised

Please make sure you return this form to your club leadership and/or the ASUPS office.