

NORTHERN KENTUCKY UNIVERSITY ATHLETIC PROGRAM

Release of Liability, Waiver, Indemnification, and Consent to Medical Attention for an Open Gym Event

I understand that while participating in an open gym related to or associated with the sport of _____ (the "Sport"), which is conducted or sponsored by Northern Kentucky University ("NKU") as a part of its athletic program (the "Program"), I may sustain an injury to any part of my body. I also understand that participation in athletic activities carries with it risks, some of which are significant. I understand that participation in the Sport involves submitting myself to a particularly high risk of sprains, strains, fractures, and dislocation of the bones, muscle, ligaments, and tendons in the knees, shoulders, back, hands, wrists, and ankles. In exchange for my being allowed to participate in the Sport and Program, both on and off the campus of NKU, and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Sport and Program is voluntary. I attest that I am physically fit and have sufficiently trained for the Sport. I do not have any medical record or history that could be aggravated by my participation in this Sport.

2. Identification of Risks. I understand that NKU may not be present at any times of my participation in the Sport and/or Program. I understand that my participation in the Sport and/or Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability, paralysis, brain injury, illness, disease, and death. I recognize that other serious risks include heat and over-exertion injuries (such as heat stroke, cardiac arrest, and respiratory arrest), broken bones, and joint dislocations. I understand that my participation in the Sport and Program may involve overnight travel and related activities that are not supervised or monitored by NKU, including, but not limited to, recreation, sight-seeing, and lodging. There may be other risks not known and not reasonably foreseeable at this time. I understand that this Release of Liability and Waiver is intended to address all of the risks of any kind associated with my participation in any aspect of the Sport and/or Program, including, particularly, such risks created by action, inactions, or negligence on the part of NKU or its trustees, officers, employees, agents, volunteers, successors, or assigns, including, but not limited to, risks created by the following: (a) my physical limitations and/or discomfort; (b) travel to and from the site of the activity; (c) use and/or condition of athletic equipment or premises on which athletic activities occur; (d) lack or inadequacy of policies, rules, or regulations with respect to use of athletic equipment or premises on which athletic activities occur; (e) the failure of NKU to foresee or protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with NKU; (f) the inadequacy or unavailability of medical facilities or treatment; or (g) the lack or inadequacy of supervision.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Sport and/or Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Sport and/or Program.

4. Release and Waiver. I release NKU and its trustees, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Sport and/or Program (a "Claim"), whether or not caused in whole or in part by the negligence or other misconduct of NKU or any of the individuals mentioned above.

5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) NKU and its trustees, officers, employees, agents, volunteers, successors, and assigns from all claims for liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Sport and/or Program.

6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of NKU, the Sport, the Program, and their respective trustees, officers, employees, agents, volunteers, successors, and assigns.

7. Consent to Medical Treatment. I authorize NKU and its representatives to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to any participation in the Sport and/or Program. This consent does not impose a duty upon NKU or its representatives to provide such assistance, transportation, or services.

8. Applicable Law. Because NKU is located in the State of Kentucky, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of Kentucky.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Printed Name _____ Signature _____ Date _____

If the person participating in the Sport and/or Program is not yet 18 years old, both parents or the legal guardian(s) must sign:

In exchange for my/our child or ward being allowed to participate in NKU's athletic program and the Sport identified above, and as the parent(s) or legal guardian(s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of the Release of Liability, Waiver, Indemnification, and Consent.

Printed Name (Parent or Legal Guardian) _____ Signature _____ Date _____

Printed Name (Parent or Legal Guardian) _____ Signature _____ Date _____

*Adopted from the policy of the University of Indianapolis