University of Arkansas - Department of University Recreation Acknowledgement, Release and Waiver of Liability for Participation in UREC Club Sports

Name of Participant: Name of Club Sport:
This Acknowledgement, Release and Waiver of Liability for Participation in UREC Club Sports (hereinafter, the "Agreement") must be signed and returned before the above-named participant may enter UREC facilities or participate in UREC programs.
For purposes of this Agreement, the phrase "UREC Club Sports" shall refer to all UREC Club Sports and shall include practices, games, and other organizational functions and events. For purposes of this Agreement, references to the "University of Arkansas" shall include the University of Arkansas, Fayetteville as well as the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville – Department of University Recreation, and the University's respective officers, employees, and agents.
(Initials) I acknowledge and affirm that my participation in UREC Club Sports is entirely voluntary. I am aware that the (insert sport/club) may involve hazardous activities and involve risk of serious personal injury or death. I am voluntarily participating in these activities with knowledge and appreciation of the specific dangers involved and hereby voluntarily agree to accept and assume all risks of personal injury, death, damage or harm of any kind.
(Initial) Additionally, I understand that when I participate in UREC Club Sports, I may be in contact with equipment, machines, and other items that have been touched or used by other participants, and I may also come into contact with other guests. I acknowledge that such contact may expose me to additional risks of exposure to bacterial and viral infections and other transmitted diseases, and I assume those risks.
(Initial) I also acknowledge that because of the novel coronavirus pandemic ("COVID-19"), there exists additional risks – both known and unknown – in my participation in UREC Club Sports. I understand that while the University of Arkansas is taking every reasonable effort to mitigate those risks, I could still be exposed to COVID-19 while participating in UREC Club Sports, and such exposure could result in quarantine requirements, serious illness, disability, and/or death. I assume these risks.
(Initial) I agree to abide by any and all policies and procedures of the University of Arkansas, including but not limited to any rules and regulations specifically related to my participation in UREC Club Sports such as the "UREC COVID-19 Protocol" and all other COVID-related rules and protocols. I understand that these rules and protocols are subject to change, as additional guidance becomes available from the state and federal governments and the University of Arkansas. I acknowledge and agree that my intentional or inadvertent failure to abide by any of these rules may result in my immediate removal from UREC Club Sports without notice. I also acknowledge that, if I am a student, I may be referred to the Office of Student Standards and Conduct for failure to follow these rules. Similarly, I understand that faculty and staff may be referred to the appropriate University officials for failure to follow these rules.
(Initial) I authorize University Recreation to take photographs and videos of the sports/activities I may participate in and use them for marketing purposes. I also authorize University Recreation—Club Sports to access to my academic information, including grades and grade-point average, solely for the purpose of determining eligibility to participate.
(Initial if 18 or older) I hereby certify that I am at least eighteen (18) years of age.
(Initial) For, and in consideration of, my participation in UREC Club Sports, I hereby generally and forever release and discharge, without limitation, and agree not to sue the University of Arkansas and/or its respective officers, employees and agents from and against any and all manner of claims, causes of action, or liability that I may have now or at any time in the future against the University of Arkansas, including without limitation, any faculty or staff members assisting with the UREC Club Sports, which may arise out of or relate to any injury (including, but not limited to death), loss, damage or harm of any kind that may result or may happen to me during the time when I am participating in the UREC Club Sports (including transportation to and from any such activities), including any injury (including, but not limited to death), loss, damage or harm which may result from the negligence of the University of Arkansas and/or its

respective officers, employees and/or agents.

This Agreement may be in addition to and does not revoke or modify any other agreement or release that I may execute in
connection with my participation in UREC Club Sports, or in connection with my general use of UREC facilities and
other programs.

This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to its choice of law principles.

This Release and Waiver of Liability shall be binding on my executors, survivors, heirs, and assigns.

(Initial) I HAVE CAREFULLY READ THIS AGREEMENT, SPECIFICALLY INCLUDING THE RELEASE AND WAIVER OF LIABILITY, AND I FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY SHALL BE BINDING UPON MY SURVIVORS, HEIRS, SUCCESSORS, AND ASSIGNS. I AM AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY IS A RELEASE OF LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, AND AN INDEMNIFICATION AGREEMENT, AND I SIGN IT OF MY OWN FREE WILL AS A VOLUNTARY CONDITION OF BEING PERMITTED TO TAKE PART IN UREC CLUB SPORTS.

I attest that my digital signature is valid and legally binding. I understand that I have the right to request a paper copy of this Agreement at any time.

Participant Signature:	Date:
Parent/Guardian Signature:(if participant is under 18)	Date: