

**University of Arkansas - Department of University Recreation
Acknowledgement, Release and Waiver of Liability for
Participation in UREC Programs and Use of UREC Facilities**

Name of Participant: _____ **ID Number:** _____

This Acknowledgement, Release and Waiver of Liability for Participation in UREC Programs and Use of UREC Facilities (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 Facilities/Programs” shall refer to UREC fitness centers and group fitness classes (including online classes and at-home workouts), gymnasiums, the racquetball court, the pool, the track, and the climbing and bouldering walls.

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.

_____ (Initial) I understand that participation in UREC Facilities/Programs is voluntary on behalf of all participants. I hereby affirm that I am voluntarily participating in UREC Facilities/Programs, that I do so at my own risk.

_____ (Initial) I acknowledge that my participation in UREC Facilities/Programs will entail some level of physical activity on my part. I understand that there exists the possibility of certain physiological changes during physical activity, such as elevated heart rate, muscle or joint pain, abnormal blood pressure, fainting, irregular, fast, or slow heart rhythm, and in rare instances, heart attack, stroke, or death, and I voluntarily assume these risks. I understand that I am responsible for monitoring my own condition throughout physical activity, and should any unusual symptoms occur, I will cease my participation and inform the staff of the symptoms. Unusual symptoms include, but are not limited to: chest discomfort, nausea, difficulty in breathing, and joint or muscle pain or strains. I understand other risks of participation include, but are not limited to: trips, falls, collisions, sprains, strains, cuts, bruises, callouses, burns, lacerations, and broken bones. I assume these risks.

_____ (Initial) Additionally, I understand that when I participate in UREC Facilities/Programs, 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 understand that this list of potential risks is not exclusive or exhaustive of all possible injuries, traumas, accidents, or illnesses that may occur while I use UREC Facilities/Programs.

_____ (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 Facilities/Programs. 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 Facilities/Programs 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 understand that I am responsible for acquiring my own health insurance, and I acknowledge that the University of Arkansas does not provide insurance for any of its activities and shall not be liable for any injuries or illnesses that may occur at/in connection with any UREC Facilities/Programs.

_____ (Initial) I acknowledge that photographs and video may be taken during UREC activities and within UREC facilities. By participating in UREC Facilities/Programs, I understand that reproductions of these photographic materials may be used in promotional activities initiated by University Recreation and the University of Arkansas.

_____ (Initial) For, and in consideration of, my participation in UREC Facilities/Programs, 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 Facilities/Programs, 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 Facilities/Programs, 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 Facilities/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 FACILITIES/PROGRAMS.

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: _____ Date: _____
(if participant is under 18)