

Assumption of Risk, Waiver, and Release from Liability

The University of Missouri-St. Louis – Student Recreation & Wellness Center

1 University BLVD., St Louis, MO 63121

In consideration of the use of the property, facilities, services, and/or programs of The University of Missouri - St. Louis's Student Recreation & Wellness Center and management by the Department of Campus Recreation/Centers, LLC, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by the Department of Campus Recreation/Centers, LLC at The University of Missouri - St. Louis and participation in Campus Recreation programs (Intramural, Informal, Instructional, Group Fitness, Club Sports, Weight and Cardiovascular Training and any other programs and services sponsored by the Department of Campus 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.
2. **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, services, and/or programs of the Student Wellness Recreation & Center including those risks described in Section 1 above.
3. **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 the Student Recreation & Wellness Center and The University of Missouri - St. Louis. 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 Campus Recreation/Centers, LLC staff reserves the right to revoke or terminate the undersigned's privileges for any violations of the rules and regulations of the Student Recreation & Wellness Center and of The University of Missouri - St. Louis or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of the Student Recreation & Wellness Center.
4. **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 Campus Recreation activities. The undersigned agrees that if they have questions or want guidance pertaining to the skills, qualifications, physical and mental abilities necessary to properly and safely use the equipment, facilities, and to participate in Campus Recreation activities, they will request direction from Campus Recreation staff.
5. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
6. **INDEMNIFY AND DEFEND.** The undersigned hereby releases, waives, indemnifies and holds The Curators of the University of Missouri, The Department of Campus Recreation and CENTERS, LLC and all aforementioned 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, services, and/or programs of the Student Recreation & Wellness Center .
7. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
8. **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.
9. **INSURANCE.** The undersigned understands that neither The University of Missouri - St. Louis, nor the Department of Campus Recreation, nor Centers, LLC carries participant insurance and that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities, services, and/or programs of the Student Recreation & Wellness Center . The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
10. **JURISDICTION.** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Missouri. The parties agree to venue in the Circuit Court of St. Louis County, Missouri.
11. **PAY.** The undersigned agrees to pay for any and all damages, including attorney fees and collection costs, to any property or indemnitee caused by the undersigned negligently, willfully or otherwise. The undersigned also agrees to pay any applicable early termination fee if s/he cancels their membership prior to the end of a contract term for all applicable membership types.
12. **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.

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

Printed Name: _____ 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 the agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the agreement. I also give my consent to the participation in the activity of the minor.

Printed Name: _____ Signature: _____ Date: _____