

The University of Alabama in Huntsville

Waiver, Release, and Indemnification Agreement for Activity On Behalf of Minor Child

I hereby acknowledge the educational, recreational, health, and/or personal benefits accruing to the minor child (“**Child**” or “**Participant**”) identified below by reason of the minor Child’s participation in the Activities described and defined herein. I represent and state that I am the parent or legal guardian of the following individual who is a minor:

Child’s name: _____

Child’s date of birth: _____

Parent/guardian’s name: _____

I wish for the Child to participate in activities hosted by, arranged by, and/or led by employees, volunteers, agents, and staff members of the University Fitness Center (“**Fitness Center**”) at The University of Alabama in Huntsville (“**UAH**”). I understand and hereby acknowledge that, as the Child’s parent or legal guardian, I have elected for the Child to participate in the specific activity connected to this Agreement (the “**Activity**” singular and “**Activities**” plural). I also acknowledge that the Activity may involve use of the Fitness Center’s facilities, including its fitness facilities.

The Activity is described as follows: Intramural Sports and/or Sport Clubs

I understand and agree that the Activity involves certain dangers and risks which may include, but are not limited to, the following:

1. Traveling to and from the Activity or to and from the Fitness Center.
2. Traveling to, from, or around UAH’s campus.
3. Manual labor, including lifting, reaching, stretching, and moving objects – individuals should be aware of their own physical limitations.
4. Injuries due to the use of the Fitness Center’s equipment and facilities.
5. Inclement weather that can impact safety (rain, cold, wind, heat, etc.).
6. Injuries due to the use of equipment of an outside organization or the condition of the outside organization’s facilities or operations.
7. Injuries due to the use and operation of vehicles, including vehicles operated by third parties.
8. Working with other volunteers or individuals from organizations outside of UAH.

Knowing this information and the risks related to this Activity, in consideration of the Child’s participation in the Activity, I **expressly** and **knowingly** agree as follows:

RULES AND REQUIREMENTS: I agree that the Child will act in accordance with UAH policies and procedures, including those listed in the UAH Student Handbook and the UAH Code of Student Conduct. I further agree that the Child will abide by all rules, instructions, and requirements of the Activity. I acknowledge that UAH has the right to terminate the Child's participation in the Activity if it is determined that the Child's conduct is detrimental to the best interests of UAH or other participants, the Child's conduct violates any rule of the Activity, the Child's conduct violates any UAH policy or procedure, or for any other reason at UAH's sole discretion.

ASSUMPTION OF RISK: I understand and acknowledge that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation, activities potentially related to the Activity like the following:

- **Travel Risks** including, but not limited to, accidents, crashes, and risks from vehicles operated by myself, UAH, as well as vehicles operated by other individuals or entities, poorly maintained roads, sidewalks, as well as criminal acts that can result in serious injury or death;
- **Premises Risks** including any risks related to property owned by UAH or owned by a third party where the Activity is taking place and risks from water;
- **Injury Risks** from falls, collisions, equipment use, or accidents (such as concussions, cuts, soreness, bruises, torn muscles, sprains, broken bones, etc.);
- **Outdoor Risks** including, but not limited to, weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, heat stroke, hypothermia, drowning, sunburn, animals, and limited access to medical care;
- **Risks from Others** involved in the Activity (such as negligent first aid operations and procedures, physical injuries due to others' actions, or transmitted illnesses, including, but not limited to, COVID-19);
- **Health Risks** including, but not limited to, concussion(s), other head injuries, lacerations, respiratory events, neck/spinal injuries, ligaments, joints, bones, other aspects of the muscular skeletal system, heart attacks, sudden illness, and other risks inherent in any strenuous activities, including, but not limited to, the Injury Risks identified herein;
- **Equipment Risks** including failure, misuse, inherent risks, and risks from UAH or non-UAH equipment; and
- **Other Risks and Hazards** beyond the control of UAH or others, including criminal activity.

Together, these identified risks are defined in the rest of this agreement as “**Dangers, Hazards and Risks.**”

I acknowledge that I have had an opportunity to investigate the Activity before executing this agreement and, knowing and understanding all risks associated with the Activity, **I nevertheless voluntarily agree to assume and accept all risks to the Child and me that potentially accompany the Child's participation in the Activity.**

INFORMED CONSENT: I have been informed of and I understand the various Dangers, Hazards, and Risks identified above that could result from the Child's participation in the Activity. I understand that the Child could sustain serious personal injuries, property damage, or even death as a consequence of not only UAH's actions or inactions, but also the actions, inactions, negligence, or fault of the Child, others, or myself, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, property damage, disability, or death that the Child may sustain by any means is my and/or the Child's responsibility.

TRAVEL TO ACTIVITY:

If I choose to allow the Child to drive or to be a passenger in a personally-owned vehicle for any travel associated with the Activity, my signature below acknowledges the following:

- I understand that UAH assumes no liability or responsibility for the use of such vehicle during any such travel and that UAH has neither inquired about nor confirmed (a) the driving history, training or licensure of the driver or (b) that the vehicle is covered by a private automobile insurance policy;
- I understand that UAH carries no insurance that could cover any damages, injuries, claims or other liabilities associated with the use of such vehicle during such travel; and
- I further understand that any private insurance policy covering such vehicle or the driver personally will be responsible for any damages, injuries, claims or other liabilities that may arise from the use of the vehicle during any travel associated with the Activity.

RELEASE AND WAIVER OF LIABILITY: THIS IS A RELEASE OF LIABILITY. I do hereby, in consideration of such benefits and other good and valuable consideration, individually, and on behalf of my and the Child's heirs, executors, administrators, personal representatives, successors, and assigns, agree to release absolutely, forever discharge, and waive The Board of Trustees of The University of Alabama, UAH, its officers, directors, employees, faculty, students, volunteers, agents, suppliers, vendors, independent contractors, sponsors of the Activity and representatives (collectively, referred to as the "**University Parties**") from any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees), causes of action, suits, whether in law or in equity or however caused, including without limitation, any damage to or loss of personal property, any personal injury, and/or death, which I or the Child may have or may acquire as a result of the Child's participation in the Activity, including, without limitation, damage, loss, injury, and/or death regardless of who causes the injury or loss sustained and regardless of whether

based on fault or negligence or not. I further agree that the University Parties are not in any way responsible for any injury or damage that the Child may sustain as a result of my or the Child's own acts or omissions. It is my intention to include the negligence of the University Parties within the scope of this release and waiver of liability and to except, by express limitation here stated, only wanton or willful misconduct of by the same.

INDEMNITY: I, individually, and on behalf of my and the Child's heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless the University Parties from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I or the Child sustain to our person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses, and costs, including attorneys' fees or other court-related expenses, which arise out of, result from, occur during, or are connected in any manner with the Child's participation in the Activity.

HEALTH CARE AND EMERGENCIES: I understand that UAH does not accept responsibility or liability for providing health care services or health care insurance for those participating in the Activity. It is my responsibility to consult with a medical professional prior to the Child engaging in the Activity. I warrant the Child's physical fitness to participate in the Activity. I authorize UAH to obtain any necessary medical treatment for the Child during the Activity. I agree to be responsible for payment of any fees and charges that may be imposed by any doctor, medical personnel, medical facility, or hospital facility in the provision of medical care to the Child. I also agree to indemnify and hold UAH harmless from any claim that may be made by any doctor, medical personnel, medical facility, or hospital facility of said fees and charges incurred in the provision of medical care to the Child.

CONTROLLING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Alabama, and any dispute arising from or relating to this Agreement shall be brought to the Alabama State Board of Adjustment.

ACKNOWLEDGEMENT:

I AFFIRM THAT I AM 18 YEARS OF AGE OR OVER AND ACKNOWLEDGE THAT I HAVE READ, CONSIDERED, AND UNDERSTAND THIS ENTIRE DOCUMENT AND ITS EFFECT ON MY AND THE CHILD'S RIGHTS. RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE ABOUT THE RISKS ASSOCIATED WITH THE ACTIVITY, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, AND THE EFFECT OF THIS DOCUMENT, I VOLUNTARILY AGREE TO EXECUTE THIS AGREEMENT.

THIS AGREEMENT CONSTITUTES THE SOLE AND ENTIRE AGREEMENT OF UAH AND ME WITH RESPECT TO THE SUBJECT MATTER CONTAINED HEREIN AND SUPERSEDES ALL PRIOR CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES, BOTH WRITTEN AND ORAL, WITH RESPECT TO SUCH SUBJECT MATTER.

I VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL FULLY INTENDING TO LEGALLY BIND MYSELF, THE CHILD, AND MY AND THE CHILD'S HEIRS, SUCCESSORS, AND ASSIGNS TO ITS TERMS.

PARENT/GUARDIAN SIGNATURE

DATE

PARENT/GUARDIAN PRINTED NAME

EMERGENCY CONTACT

EMERGENCY CONTACT NUMBER