



**BRADLEY** University

Campus Recreation  
and Athletic Facilities

### **ASSUMPTION OF RISK/ RELEASE AND INDEMNIFICATION OF ALL CLAIMS / COVENANT NOT TO SUE**

Bradley University is a private non-profit institution of higher education. References to Bradley University (hereinafter Bradley) include Bradley University, its trustees, officers, employees, volunteers, students, organizations, agents and assigns. In consideration of the use of the property, facilities, services, programs, activities and events provided by Bradley University Campus Recreation, including any travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by Bradley University Campus Recreation and participation in the Campus Recreation (Intramurals, Extramural Participation, Sport Clubs, Physical Sports, Weight and Cardiovascular training, Instructional Programs, Aquatic Programs, Fitness Programs and any other programs and services sponsored by Bradley University Campus Recreation and related travel) involves risk such as, but not limited to, the following which might 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: **RISK OF PROPERTY DAMAGE OR LOSS, ILLNESS, BODILY INJURY, AND POSSIBLY DEATH.**
2. **ASSUMPTION OF THE RISK.** The undersigned agrees that participating in any activity is an acceptance of some risk of injury and despite precautions, accidents and injuries can and will occur. The undersigned has full knowledge of the extent of the risks inherent in the activities and the use of associated facilities, equipment and services and voluntarily **ASSUMES ALL RISKS INVOLVED WITH OR ARISING OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in Section 1 above, noting that this list is not inclusive of all possible risks associated with the activity and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participation is an acceptance of risk of injury or death.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment and understands that the safe proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned agrees that participating in any activity is an acceptance of some risk of injury. The undersigned acknowledges that he or she has the requisite skill, qualification, physical ability and training and necessary to properly and safely use the equipment and facilities and to participate in the activity itself. The undersigned agrees that any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or participate in the activity itself, shall be directed to the appropriate Staff member on site. The undersigned also agrees to stop and seek assistance if the activity cannot be continued in a safe manner, to wear or use proper protection or gear as needed for the activity, and not to wear, use or do anything that would pose a hazard to self or others, including using or ingesting any substance that could pose a hazard to self or others.
5. **RELEASE AND INDEMNIFICATION/COVENANT NOT TO SUE.** In consideration of Bradley's partial financial support of such activities, the undersigned, to the fullest extent permitted by law, forever **RELEASES** Bradley University from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence that may exist now or in the future on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the activities however the injury is caused, whether by the negligence of Bradley or otherwise. In addition to and in contemplation of such consideration, the undersigned **COVENANT NOT TO SUE** and agrees to **INDEMNIFY AND HOLD HARMLESS** Bradley from any and all causes of action, claims, demands, losses or costs of any nature whatsoever, including attorney's fees, arising out of or in any way relating to this Agreement or the undersigned's participation in the activities and the use of facilities, equipment, or services associated with the activities, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released. The undersigned accepts full responsibility for any loss or damage, including death, either sustained or caused by the undersigned, whether in whole or in part, while participating in the activity or using facilities, equipment, or services in association activity, and agrees that this Agreement relieves Bradley of any and all liability for such loss, damage or death.
6. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction.
7. **THIRD PARTIES.** The undersigned agrees that Bradley is not an agent of, and has no responsibility for, any third party including without limitation any sponsor which may provide any services, food, lodging, travel or equipment.
8. **PAY.** The undersigned agrees to pay for any and all damages to any property or indemnities caused by the undersigned either negligently, willfully or otherwise.
9. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, spouse, his/her heirs, executors, administrators, assigns and legal representatives.
10. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to available medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
11. **INSURANCE.** The undersigned understands the Campus Recreation department does not carry participant insurance. The undersigned is encouraged to have a physical examination and purchase health insurance prior to any and all participation.
12. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, and the undersigned consents to such jurisdiction. This waiver and release is intended to be as broad and inclusive as permitted under the laws of the State of Illinois, such that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
13. **ACKNOWLEDGMENT.** This is a legal and binding agreement which, when signed, will permanently limits the ability to recover from the parties indicated in this Agreement for injuries or losses sustained as a result of participation in such activities. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily. The signature below indicates that the undersigned has read, understood and freely signed this Agreement, which shall take effect as a sealed instrument. The undersigned states that either they are at least eighteen years of age or a parent/guardian has read and understood the terms of this Agreement to sign, and that the undersigned is otherwise legally competent to sign this Agreement. The terms of this Agreement are legally binding and voluntarily signed after carefully reading and understanding the terms. This Agreement is made in sole consideration of Bradley's support of the undersigned's participation in the activity, and the use of facilities, equipment and services associated with the activity. Failure to abide by the terms of this Agreement may result in the undersigned not being permitted to continue participation with such activities.

Flip over to sign→

IN WITNESS WHEREOF, this instrument is duly executed at \_\_\_\_\_ [insert city], \_\_\_\_\_ [insert state] this day of \_\_\_\_\_ [insert month], \_\_\_\_\_ [insert day], \_\_\_\_\_ [insert year].

Club/Activity: \_\_\_\_\_

_____ Printed Name	_____ Signature	_____ Date
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_____ Parent or Guardian Printed Name & Relationship (If under 18 years old)	_____ Parent/Guardian Signature	_____ Date
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_____ Address	_____ Telephone Number
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_____ Witness Name	_____ Witness Signature	_____ Witness Telephone Number
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\_\_\_\_\_  
Witness Address