



**Notice to all Persons Participating
In Athletic Programs or Recreational Activities
(Please Read Carefully Before Signing)**



This Waiver and Release Agreement (“Agreement”) is given on the date set forth below to the University of Central Arkansas (“UCA”).

For purposes of this Agreement, the term “UCA” shall refer to and mean the University of Central Arkansas, the President of UCA, any past, present and future members of the UCA Board of Trustees, any employee, representative or agent of UCA, and any entity associated with, or controlled by, UCA.

Many recreational activities and athletic programs involve substantial risks of bodily injury, property damage, death, and other dangers associated with participation in such activities. Dangers related to such activities include, but are not limited to: hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack and exhaustion.

Each participant in such activities should realize that there are risks, hazards, and dangers inherent in such activities and in the training, preparation for and travel to and from such activities. It is the sole responsibility of each participant to participate only in those activities for which he/she has the prerequisite skills, qualifications, preparations and training.

The undersigned acknowledges that the University of Central Arkansas does not warrant or guarantee in any respect the competency, mental, or physical condition of any trip leader, vehicle driver, or individual participant in any athletic or recreational activity.

I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in such voluntary athletic or recreational activities. In this regard, I certify that I am covered by an insurance policy.

The undersigned hereby acknowledges that participation in athletic programs and/or recreational activities involves an inherent risk of physical injury and assumes all such risks. I understand and am aware that weight training, running, sports activities, and aerobic exercise/classes, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks, hazards and dangers involved in any such activities in which I may elect to participate, including the training, preparation for and travel to and from the site of such activities.

For myself, and all of my heirs, personal representatives, successors and assigns, or any other persons claiming by or through me, I do hereby forever waive, release and relinquish any and all claims, demands, causes of action, liabilities, costs or expenses (including, but not limited to, attorneys’ fees) (all of the foregoing being referred to collectively as “Claims”), against UCA which are associated with, or arise out of or in any manner are related to, resulting from my voluntary use or participation in or in any way connected with such recreational programs and athletic activities, including, but not limited to the fitness center, track, gymnasium, swimming pool, aerobic studio, offsite recreational activities, and any other equipment and/or facilities at the HPER Center. The waiver and release set forth herein waives and releases any and all Claims under any federal or state law, as well as any common law cause of action, whether in contract, tort or any other legal theory

As the UCA SPONSOR of a guest or as the GUEST of the UCA sponsor, I agree the SPONSOR will pay and assume any and all loss or damage to property, equipment or persons caused by the guest on the date such person is my guest at the UCA HPER Center.

By signing this document, I certify that I have been directed to the posted Department of Campus Recreation Orientation and I acknowledge that I have been given the opportunity to read and ask any questions I have about the HPER facility and any equipment.

I have received a copy of this Waiver and Release Agreement, which I have read and understand. Further, I understand that this Agreement shall be effective during the entire period of my enrollment or employment at the institution or visitations to the HPER Center. A photocopy or electronic version of this document shall be deemed to be an original.

I declare that I have read, understood, and agree to the contents of this waiver and release of agreement in its entirety. I certify that I am at least 18 years of age.

This _____ day of _____, 20_____.

UCA Member ID# or Guest Driver License #: _____

Name of UCA Member or Guest (Print legibly): _____

Signature: _____

(If under 18 years of age)

Name of Guardian (Print legibly): _____

Signature: _____