

## Assumption of Risk, Waiver, and Release from Liability

In consideration for participating in and using the Activities and Recreation Center (ARC) athletic and recreation activities, services, equipment and/or facilities including, but not limited to, intramural activities, group fitness programs, outdoor wellness, Fitness Center, Sports & Recreation Complex I acknowledge and agree as follows:

1. **Voluntary Participation-** My involvement or participation is voluntary and is not requested or required by University of Washington-Bothell and Cascadia College.
2. **Risk Factors-** I understand and acknowledge that participation in athletic and recreation activities or services (including services offered remotely), and the use of equipment, facilities and/or services involves risks including, but not limited to, the following: risk of property damage; temporary or permanent muscle soreness; sprains; strains; cuts; bone fractures; abrasions; bruises; ligament and/or cartilage damage; head, neck or spinal injuries; paralysis; eye damage; disfigurement; drowning; 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.
3. **Assumption of Risk-** I voluntarily and personally assume all risks that may arise out of or result from participation in athletic and recreational activities (including services offered remotely) and the use of equipment, facilities and/or services, regardless of whether such risks are known or unknown, foreseen or unforeseen, disclosed or undisclosed including, but not limited to, those risks described above.
  - **Field Trip:** I acknowledge that there are certain risks inherent in field trips, including but not limited to those indicated in Section 1. I acknowledge that all risks cannot be prevented and I assume those risks beyond the control of the University staff. I represent that I am able, with or without accommodation, to participate in this field trip, am able to use the equipment and/or supplies described above, and have obtained the required immunizations. I also agree to assume all risks of personal trips or activities undertaken at my own initiative during travel to and from or during the course of the field trip.

Should I require emergency medical treatment as a result of accident or illness arising during the field trip, I consent to such treatment. I acknowledge that the University of Washington does not provide health and accident insurance for field trip participants and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment. I will notify the trip leader in writing if I have medical conditions about which emergency medical personnel should be informed.
4. **Compliance with Rules, Policies, Procedures and Instructions-** I agree to comply with all rules, policies and procedures of the Activities and Recreation Center (ARC), Sports & Recreation Complex, University of Washington-Bothell and Cascadia College. I further agree to comply with all instructions from ARC staff. I understand that the safe and proper use of equipment, facilities or participation in the activity is dependent upon carefully following such rules, policies, procedures and instructions. ARC staff has the right to revoke or terminate my privileges for any violation of such rules, policies, procedures and instructions.
5. **Release of Liability-** I hereby release, waive, and discharge the ARC, and its trustees, officers, employees and agents from all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney's fees) arising from or in connection with my participation in or use of the Activities and Recreation activities, services, equipment and facilities (including services offered remotely).
6. **Indemnification-** I also agree to indemnify, defend and hold harmless ARC and its trustees, officers, employees and agents from all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney's fees) arising from or in connection with my participation in and use of the University's athletic and recreation activities, services, equipment and facilities (including services offered remotely).
7. **Skill, Ability and Fitness-** I acknowledge that I have the requisite skills, qualifications, physical fitness and ability, and training necessary to properly and safely use the equipment and facilities and to participate in the athletic and recreation activities. I agree that if I have any questions as to what skills, qualifications or training is necessary to properly use the equipment and facilities or participate in athletic and recreation activities itself, then I will ask ARC staff. Furthermore, I certify that I have consulted with a physician to determine any potential conditions that may adversely affect my participation.

## Assumption of Risk, Waiver, and Release from Liability

8. **Medical Costs-** I am solely responsible for any and all medical, health, or personal injury or illness costs relating to my participation in or use of Activities and Recreation center activities, services, equipment and facilities.
9. **Governing Law-** This Agreement shall be governed by the laws of the State of Washington without regard to conflicts of laws principles. Exclusive venue for any litigation arising of this Agreement shall be state and federal courts located in in Seattle, Washington.
10. **Severability-** Should any of the provisions of this Agreement, or portions thereof, be found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect.
11. **Acknowledgment-** I have read and fully understand this Agreement and realize it relates to surrendering and releasing valuable legal rights and do so freely and voluntarily.
12. **Personal Photo Release -** I hereby grant permission to the ARC and its assigns and licensees to take photographs or videos of me, and to make recordings of my voice. I give the ARC permission to use these images, videos, and recordings, as well as my likeness, name, and voice, as follows:
  - The use may include reproduction, distribution, derivative works, display, and performance.
  - The use may be in composite or modified forms and in any media, now known or later developed, including without limitation newspapers, television, radio, the World Wide Web, and social media.
  - The use may be for any purpose throughout the world and in perpetuity, including, without limitation, education, trade, advertising, and promotion.
  - I further acknowledge that I will not be compensated for these uses, and that the ARC exclusively owns all rights to the images, videos, and recordings, and to any derivative works created from them. I waive the right to inspect or approve of the uses of any printed or electronic copy. I hereby release the ARC and its assigns and licensees from any claims that may arise from these uses, including without limitation claims of defamation or invasion of privacy, or of infringement of moral rights or rights of publicity or copyright. This Release is binding on me, my heirs, assigns, and estate. The ARC is not obligated to use any of the rights granted under this Release. This Release expresses the complete understanding of the parties.
13. **COVID-19 Health and Safety Rules and Protocols and Assumption of Risk-** The novel coronavirus (“COVID-19”) is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19’s highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. I understand that the ARC has put in place health and safety rules and protocols in order to mitigate the spread of COVID-19, which rules and protocols may be updated at any time. While acknowledging that these rules and protocols may or may not be effective in mitigating the spread of COVID-19, I agree to comply with such rules and protocols which may include, but are not limited to, completing an online health check screen before coming to campus, mask wearing, hand washing, hand sanitizing, and physical distancing. I understand that failing to comply with these rules and protocols is a violation of University policy. By signing this Agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at the ARC to those who may be infected with COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by coming to the campus of Seattle University and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death.

Participant Name: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Please Print

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Signature of Parent/Legal Guardian Consent and Release on Behalf of Minor (if participant is under 18):**

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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 me. I agree to be bound by all the terms of the Agreement and consent to the minor’s participation in the activity.

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Please Print

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**Emergency Contact Information (Required for all participants):**

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Name: \_\_\_\_\_ Relation to Participant: \_\_\_\_\_

Contact: \_\_\_\_\_

**Medical Insurance Coverage (Optional)**

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Policy Holder: \_\_\_\_\_ Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Group Number: \_\_\_\_\_