HOLD HARMLESS AND RELEASE

In consideration of being permitted to enter and use, today and all future dates, the Kent State University Stark Campus Recreation and Wellness Center (SRWC), facilities, equipment, staff, and services of the SRWC, for any purpose, including but not limited to observation, use of facilities or equipment, or participation in instructional or fitness classes or sessions, club sports, the undersigned hereby acknowledges and agrees to the following:

I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue**, Kent State University, its trustees, employees, agents, or volunteers (collectively, “Releasee(s)”), from liability **from any and all claims, including the negligence of the Releasee(s)**, resulting in personal injury, accidents, or illnesses, including death, and property loss arising from, but not limited to, participation in activities, classes, observation, and use of the SRWC, and/or facilities, equipment, staff and services of the SRWC.

I acknowledge and understand that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and that I am responsible for my own well-being and I fully understand all risks involved before participating in any physical activity in the SRWC. I hereby declare that I recognize that it is in my best interest, as well as that of the other participants, to follow the suggestions, guidelines, and/or rules of any activity supervisors, and/or coordinators in the SRWC, and that my participation in any activity in the SRWC is entirely voluntary. I fully understand and appreciate the potential dangers, hazards and/or risks, directly and/or indirectly inherent in engaging in fitness and physical activities in general, which could include the loss of life, serious loss of limb, or loss of property. I agree to utilize all available safety measures including following any safety training provided, and wearing all necessary protective gear if required.

I understand that any University personnel or agents present in the SRWC or participating in any activity at the SRWC are not necessarily medically trained to care for any physical or medical problems that may occur during physical activity in the SRWC. I further understand that the University does not carry medical or liability insurance for me while I am participating in physical activities. By placing my signature below, I acknowledge to the University that I have adequate medical and hospitalization insurance for any injuries that I may incur as a result of physical activities in the SRWC.

NOW, THEREFORE, in consideration for being allowed to enter and use the SRWC for any purpose whatsoever, I agree to indemnify and hold Kent State University, its trustees, agents, officers, and employees, and volunteers (collectively, the “Releasee(s)”), harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I may incur as a result of my use of the SRWC, and/or facilities, equipment, staff and services of the SRWC, **even if due to the negligence of a Releasee or the Releases**. I also agree that I assume full responsibility for any bodily injury, death, or property damage due to the negligence of the Releasees or otherwise, while I am in, upon, or about the SRWC and/or while using the SRWC and/or facilities, equipment, staff and services of the SRWC.

I have read the above terms of this Hold Harmless and Release, and I understand and voluntarily agree to the terms and conditions and that I am giving up substantial rights including my right to sue. This Agreement/Release is the entire agreement between the parties and shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further expressly agree that this Hold Harmless and Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any portion thereof is held to be invalid, it is agreed that the remaining language shall, notwithstanding, continue in full legal force and effect.

I acknowledge that I am signing the agreement freely and intend by my signature to be a **complete and unconditional release of all liability to the greatest extent allowed by law**.

____________________________  ______________________________  ________________
Signature                            Print Name                        Date:

As a parent/guardian on behalf of the above-named minor, I have read the above terms of this Agreement, and I understand and agree to the terms and conditions stated herein. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further agree to indemnify Kent State University, its agents, officers and employees against any action brought against KSU by the above-named Participant, including but not limited to an action brought by him or her upon reaching the age of majority. I warrant that I am authorized to execute this Agreement and Release on behalf of the above-named minor.

____________________________  ______________________________  ________________
Signature                            Print Name                        Date:

v. 7.31.15