



STARK

Recreation & Wellness

Release and Waiver of Liability and Indemnity

In consideration of being able to use the Recreation and Wellness Center at Kent State University at Stark including equipment, facilities and programs, and in recognition of the inherent and assumed risks regarding the same, I, the undersigned user, agree, on behalf of myself, my heirs, representatives, executors, administrators and assigns, to indemnify, release, and hold Kent State University, its Board, officers, employees, agents, volunteers, and all other persons acting on its behalf harmless from any and all causes of action, claims, demands, damages, fees or fines, of any nature related to my participation in the above activity, even if due to the negligence of Kent State University or any person serving in the above-identified capacities.

1. I acknowledge that use of the Recreation and Wellness Center entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I hereby certify that I have full knowledge of the nature of the risks of using the Recreation and Wellness Center and further understand that each risk simply cannot be eliminated without jeopardizing the essential quality of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in use of the Recreation and Wellness Center. My participation is purely voluntary, and I elect to participate despite the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Kent State University for any and all claims, demands, or causes of action, which are in any way connected with my use of the Recreation and Wellness Center, of my use of Kent State University equipment or facilities, including if such injury or damage is due to the negligence of Kent State University and its employees.
4. Should Kent State University, or anyone on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold such as harmless for all fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage to myself. I further certify that I am in good health and that I have no medical or physical conditions that could interfere with my safety in use of the Recreation and Wellness Center, or else I am willing to assume- and bear the costs of -all risks that may be created, directly or indirectly, by any such condition.

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, not withstanding, 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

FOR STUDENTS UNDER THE AGE OF 18

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