

Wayne State University

Club Sports Participation Agreement

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

(This Document is Important. Please read carefully before signing.)

I, _____, freely choose to participate in Wayne State University's ("WSU") Club Sports program as a member/participant in activities of the _____ Club Team.

I fully understand the nature of the sport I wish to participate in. And I recognize that participation in such sport involves the risk of serious injury, and potentially even the loss of limb or life. Some of the risks are predictable in nature, but unanticipated consequences are also possible. I also understand that my participation may require me to travel to practices or competitions away from the WSU campus in a personal or rented vehicle. Knowing all of this, I wish to participate in WSU Club Sports and accept the risks and assume the responsibility for my participation.

ASSUMPTION OF INHERENT RISKS: I understand that the inherent risks of the Club Sports recreational/competitive sports activities, including conditioning and training for competition, vary with the activity, the muscle group involved, and with the equipment used. Common minor risks include, but are not limited to, property damage, minor muscle strains, muscle sprains, muscular fatigue, cuts, bruising, being struck by moving objects or fellow players, and post-exercise soreness. More serious risks include, but are not limited to, joint injuries, torn muscles, heat-related illnesses, eye injuries, broken bones, and back injuries. There is also the more remote risk of a catastrophic incident, for example, stroke, heart attack, paralysis, or death. **I understand the types of injuries that may occur as a result of participating in Club Sports. I hereby assert that my participation in WSU Club Sports is voluntary and that I knowingly assume all inherent risks of the activity.**

WAIVER OF LIABILITY FOR ORDINARY NEGLIGENCE: In consideration of permission to voluntarily participate in Club Sports and use the property, facilities, and services of WSU and the Mort Harris Recreation and Fitness Center, today and on all future dates, I (on behalf of my heirs, personal representatives, and assigns) **do hereby release, waive, and discharge WSU**, its Board of Governors, officers, employees, volunteers, independent contractors, and agents **from liability from any and all claims arising from the ordinary negligence** of WSU, its employees, and agents.

This agreement applies to: (i) personal injury (including death) from incidents or illnesses arising from participation in Club Sports activities (including but not limited to, organized training activities, fitness tests, competitions or tournaments, observation, use of facilities or equipment, shower/locker room area, and travel to and from program related activities); and (ii) any and all claims resulting from the damage to, loss of, or theft of property.

INDEMNIFICATION: I agree to hold harmless, defend, and indemnify WSU (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims of mine, my spouse, heirs, personal representatives, or assigns arising from my injury or loss due to my participation in WSU Club Sports. **I further agree to hold harmless, defend, and indemnify WSU** (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in WSU Club Sports.

COVENANT NOT TO SUE: I covenant not to sue WSU, its Board of Governors, directors, officers, employees, volunteers, independent contractors, or agents for any present or future claim I might have. This includes claims resulting from: (i) the inherent risks of physical conditioning, training, and participating in Club Sports activities; and (ii) the ordinary negligence of WSU, its employees, and its agents.



