

# Wayne State University Club Sports

## Visiting Team Assumption of Risk, Waiver of Liability, and Indemnification Agreement

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.

**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.

**ASSERTIONS, AUTHORIZATIONS, AND AFFIRMATIONS:**

**Health Status:** I assert that I possess sufficient physical fitness and skill to enable safe participation in the program, do not have any medical problems that would contra-indicate participation in the program and am covered by a 24-hour health and accident insurance policy.

**Emergency Care:** I authorize or agree to allow WSU, its employees, or agents to administer emergency first aid and CPR, to secure emergency medical care or transportation when deemed necessary by WSU, its employees, or agents and to assume all costs of emergency medical care and transportation.

**If any of the above assertions, authorizations, and affirmations cease to be true during the course of the Club Sports season, I will immediately inform WSU Club Sports and will immediately discontinue my participation in any Integration and Severability:** I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and WSU and cannot be modified or changed in any way by representations or statements by any agent or employee of WSU. This agreement may only be amended by a written document signed by all parties. I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan and that if any portion of this agreement is held invalid, it is agreed that the remaining portions of the agreement shall continue in full legal force and effect.

**Acknowledgment of Understanding:** I am 18 years or older and **I have read both pages** of this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and **fully understand** its terms. I understand that **I am giving up substantial rights**, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to ordinary negligence by WSU, its employees, or agents or the inherent risks of the activity, to the greatest extent allowed by law in the State of Michigan.

**Printed Name**

**Signature**

**Date**

Printed Name	Signature	Date