

**ASSUMPTION OF RISK, RELEASE OF LIABILITY,
AND INDEMNITY AGREEMENT - UAFS
RECREATION AND WELLNESS CENTER**



This is a legally binding agreement. By signing this agreement, you give up your right to initiate legal action, recover compensation, or otherwise seek any other remedy for any injury to yourself or your property arising out of your use of the Recreation and Wellness Center on the campus of the University of Arkansas - Fort Smith now or at any time in the future.

Assumption of Risk. I hereby acknowledge and agree that there are inherent risks involved with the use of exercise and fitness equipment, and that the use of the exercise and fitness equipment, and all other features of the Recreation and Wellness Center on the campus of the University of Arkansas - Fort Smith including, but not limited to, strength and cardiovascular equipment, free weights, cable machines, basketball courts, volleyball court, studio rooms, and walking and jogging track, has inherent risks, and that no amount or form of planning can remove all of the risk of injury to which I am exposing myself. I understand the nature and extent of all risks associated with the use of the Recreation and Wellness Center on the campus of the University of Arkansas - Fort Smith (hereinafter referred to as the "RAWC"), including, but not limited to:

- Injuries caused by improper use of equipment, inappropriate technique, and/or overuse;
- Injuries resulting from lack of personal strength, coordination, and/or sense of balance;
- Injuries resulting from personal physical and mental limits including, but not limited to, fatigue, chill, heat, and dizziness, any of which may diminish reaction time and increase the risk of an accident;
- Personal discomfort caused by shortness of breath and lightheadedness resulting from increased heart rate, increased blood pressure, and/or strenuous physical activity;
- Wounds, such as abrasions, blisters, incisions, lacerations, and punctures; and,
- Bruises, contusions, strains, sprains, tendonitis, muscle aches, muscle tears, muscle cramps, rashes, infection, vomiting, nosebleeds, joint swelling, dislocations, fractures, broken bones, choking, fainting, heat exhaustion, heat stroke, convulsions, shock, concussion, nerve damage, paralysis, respiratory failure, heart failure, and/or death.

I acknowledge that the above list is not inclusive of all possible risks associated with the use of the RAWC, and that the above list in no way limits the extent or reach of this assumption of risk/release of liability. I acknowledge that foreseeable and unforeseeable risks of injury or death may occur as a result of my voluntary use of the RAWC.

Use of Facility. I affirm that my use of the RAWC is voluntary. I affirm that I am in adequate physical condition to use the RAWC.

Medical Treatment/Insurance. I hereby authorize any medical treatment deemed necessary in the event of an injury incurred while using the RAWC. I affirm that I carry adequate medical insurance. I understand that in the event of injury, I must personally accept responsibility for the full amount of any and all medical expenses as well as other expenses and losses arising out of such injury.

Safety Procedures. I agree to abide by all safety policies and procedures established by the University of Arkansas - Fort Smith for use of the RAWC.

Release of Liability. In consideration of my use of the RAWC, on behalf of myself, my family, my heirs, and my assigns, I hereby waive and release from liability, and agree not to bring a claim against, the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas - Fort Smith or any of its officers and/or employees (hereinafter referred to as the "University") now and forever for any and all claims, causes of action, and damages I may have which arise out of my use of the RAWC whether or not the claims, causes of action, or damages are the result of the University's own negligence. In assuming this risk, I acknowledge that I am releasing the University from any and all liability arising out of my use of the RAWC.

Indemnity Agreement. I promise to indemnify, hold harmless, and defend the released parties as defined above against any and all claims to which this Agreement applies, including claims for their own negligence. I promise to indemnify, hold harmless, and defend the released parties against any and all claims for my own negligence, and any other claim arising from my conduct during my use of the RAWC. In accordance with these promises, I will reimburse the released parties for any damages, reasonable settlements, and defense costs, including attorneys' fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation of this paragraph, will be binding upon my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

Governing Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the state of Arkansas. All matters relating to the validity, construction, interpretation, and enforcement of this Agreement shall be determined in Pulaski County, Arkansas.

Sovereign Immunity. The University is an instrumentality in the state of Arkansas and is entitled to sovereign immunity. The parties agree that any claims, demands, or actions for loss, expense, damage, liability, or other relief, either at law or in equity, for actual or alleged personal injuries or property damage against the University or its officers, employees, agents, or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.

I certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this Agreement. I certify that I have read and fully understand this Assumption of Risk, Release of Liability, and Indemnity Agreement and agree to its terms. I understand that the terms of this Agreement are legally binding.

_____	_____	_____
Signature of RAWC User	Printed Name of RAWC User	Date
_____	_____	_____
Signature of Witness	Printed Name of Witness	Date

FOR ANY RAWC USER UNDER THE AGE OF 18:

I certify that I am the parent or legal guardian of the named child and that I am of lawful age (18 years or older) and otherwise legally competent to sign this Agreement. I certify that I, together with the named child, have read and fully understand this Assumption of Risk, Release of Liability, and Indemnification Agreement, and agree to its terms. I understand that the terms of this Agreement are legally binding.

_____	_____	_____
Signature of Minor (RAWC User)	Printed Name of Minor (RAWC User)	Date
_____	_____	_____
Signature of Parent/Guardian	Printed Name of Parent/Guardian	Date
_____	_____	_____
Signature of Witness	Printed Name of Witness	Date