

Andrews University

Assumption of Risk and Hold Harmless Agreement

I hereby acknowledge that I have voluntarily chosen to participate in the Andrews University's Intramural program. I understand that there are risks involved with Intramural Sports. I recognize and acknowledge that some of the risks inherent in Intramural Sports include, but are not limited to: property damage and/or loss; physical exertion; illness and disease; minor bodily injury (including, but not limited to, blisters, bruises, twisted/sprained ankles, strained/pulled muscles and strained ligaments); severe bodily injury (including, but not limited to, broken bones, torn ligaments, heatstroke, concussions and other head injuries, damaged teeth and paralysis); and death. I recognize and acknowledge that my participation in the Intramural program exposes me to potential reckless conduct of other participants and non-participants. I am voluntarily participating in the Intramural Program with the knowledge of the risks involved and hereby do accept any and all risks, including those not specified above.

I represent that I have, or will secure, health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Intramural program.

In consideration of my participation in the Intramural program and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless Andrews University, its trustees, officers, employees, agents, volunteers and assigns (collectively, the "University") from and against all claims arising out of or resulting from my participation in the Intramural program. A "claim," as used in this agreement, means any claim, suit, action, damage, financial loss, or expense, including, but not limited to attorney's fees, resulting from my participation in the Intramural program. In addition, I voluntarily hold harmless the University from any and all claims, both present and future, that may be made by me or my family, estate, heirs or assigns. I hereby expressly agree to indemnify, defend and hold harmless the University for any claim arising out of or incident to my participation in the Intramural program, except for claims arising out of the sole gross negligence or willful misconduct of the University.

I understand and agree that this agreement is intended to be as broad and inclusive as permitted by law and that if any portion is held to be invalid, I agree that the remaining portion hereof shall continue in full force and effect.

This is a legal document that affects your legal rights; you may want to consult an attorney before signing it. Your signature below signifies that you have read the document carefully, that you understand it, and that you agree with its terms.

Dated: _____

(Signature of participant)

(Printed name of participant)

If the participant is under the age of 18, the signature of a parent or guardian is required below.

Dated: _____

(Signature of parent/guardian)

(Printed name of parent/guardian)