

Fayetteville State University Recreation Facilities

CONSENT, ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT FOR FSU ADULT STUDENTS AND EMPLOYEES

FSU Recreation Facilities provide facilities and programs for recreation and exercise. Because of the nature of the programs and equipment there are inherent risks of injury.

For and in consideration for the opportunity to participate in activities within FSU Recreation Facilities, which are not part of an academic program or required for the fulfillment of my obligations towards obtaining a degree, I voluntarily agree to the following terms and conditions:

1. I certify that I have read this document, understand its provisions, and agree to its terms which constitute legally binding consent, assumption of risk, waiver of claims, and indemnity for participating in activities at FSU Recreation Facilities.
2. I acknowledge that my participation is voluntary and is not required for completion of any academic program and no credit is awarded for participating in activities at FSU Recreation Facilities. If I am an employee of Fayetteville State University (FSU), I also acknowledge that participating in such activities at FSU Recreation Facilities is outside the course of my employment, is not part of my job responsibilities, and does not benefit FSU.
3. I understand and acknowledge that participating in activities at FSU Recreation Facilities includes some inherent and dangerous risks that could result in harm, loss, damage, personal injuries, illnesses, or death. Risks include, but are not limited to, falling, slipping, muscle or skeletal injuries, collisions, respiratory issues, strains, sprains, fractures, dislocations, heart attack, stroke, heat stress, drowning, or even death. I voluntarily choose to participate in such activities with full knowledge that the activities may be hazardous. **I voluntarily assume full responsibility for any risks of injury, loss, or property damage.** I further assume full responsibility for all such damages caused to others by my conduct.
4. In consideration of Fayetteville State University permitting me to participate in activities within FSU Recreation Facilities, I **agree to indemnify, defend, hold harmless, discharge and release Fayetteville State University, their agents, employees and officers ("FSU") from any and all liability**, claims, causes of action or demands of any kind and nature whatsoever, including attorney's fees incurred by FSU, that may arise from or be related to my use of facilities. This release shall be binding not only for me, but upon my heirs, administrators, executors, successors, and assignees regarding FSU's Recreation Facilities and its programs. I further acknowledge and accept the rules and procedures concerning the use of the equipment and facilities of FSU Recreation Facilities.
5. Prior to participating in activities at FSU Recreation Facilities, users are encouraged to consult with a medical professional to confirm fitness for participation in activities at FSU Recreation Facilities. I certify that I am in good health and have no physical, medical, mental or emotional impairments, conditions or concerns that might jeopardize or affect my safety, or the safety of others, related to my participation in activities at FSU Recreation Facilities. If I have a prescription for medications or am taking over the counter medications, I understand that I should confirm with my medical provider whether the medications will impact my participation in activities at FSU Recreation Facilities. I understand that I should not participate in activities at FSU Recreation Facilities while under the influence of any medication that may impact my ability to safely participate.
6. I understand that neither FSU, nor its employees/agents, serve as guardians or insurers of my safety. FSU does not provide any special insurance for my protection, and it is my responsibility to obtain any appropriate insurance. I agree that any and all expenses arising from an accident or injury to myself or my property, including but not limited to, emergency transport; emergency medical services; medical treatment; and damage or loss to property are my responsibilities. I have obtained and agree to use my personal medical insurance as primary medical coverage if an accident or injury occurs.
7. I agree to notify supervisory FSU Recreation Facilities' employee(s)/staff member(s) of any existing medical condition or medication that could affect my ability to fully participate in activities. In the event that any medical attention is needed and I am unable to provide consent on my own behalf, I consent to emergency medical treatment and grant FSU and its agents full authority to take whatever actions they may consider to be warranted under the circumstances concerning my health and safety. This includes, but is not limited to, the authority and permission to arrange/provide transportation, approval for a hospital, medical treatment facility, and/or health care provider to provide medical exams, testing, medical treatment, and any medical procedures immediately necessary and advisable in the interest of my health and well-being, all at my expense.
8. I grant full permission for FSU to use any photographs, recordings, or any other record of my activities at FSU Recreation Facilities for any purpose.

I certify that I am over the age of 18 and legally competent to sign this form. I understand that this document constitutes a legally binding contract. I have completely read, understand, and voluntarily accept the terms of this agreement.

Signature: _____ Date: _____

Printed Name: _____ Date of Birth: _____

Banner ID#: _____