

The University of Arizona - Department of Campus Recreation

Assumption of Risk and Personal Responsibility User Agreement

I am voluntarily electing to use and/or participate in The University of Arizona's Campus Recreation facilities, programs or services (collectively "Facilities"). In consideration for being allowed such use and/or access to Facilities for the purposes of physical activity, sports, exercise, and recreational activities (collectively "Activities"), I agree as follows:

Although Campus Recreation has taken reasonable safeguards to provide appropriate and safe Facilities so I can enjoy the Activities, I acknowledge that the Facilities and Activities are not without risk and the safeguards taken cannot constitute a guarantee against injury.

I acknowledge the existence of risks in connection with my participation in Activities is purely voluntary and I hereby elect to participate with full knowledge of the risks of injury, illness, or death that may result from such participation. I accept full responsibility for any injuries, illness, death or damage to property that I may sustain or cause in the course of participating in the Facilities and Activities. More specifically, I acknowledge and accept the risks including but not limited to the following:

Possible accidents and injuries, such as sprains, strains, broken bones, dislocations, torn muscles and ligaments, cuts, scrapes and bruises. This could even include communicable diseases, eye injury, nerve damage, head injury or spinal cord injury that could result in temporary or permanent paralysis, loss of bodily functions, disability, or even death.

Possible medical disorders such as cardiac and pulmonary distress (including heart failure), stroke, heat stroke, dehydration, exhaustion and seizure. These issues could result in temporary or permanent paralysis, loss of bodily functions, disability or even death.

Participation in any activity occurring in the outdoors **or online** involves exposure to the environment, which cannot be controlled **by Campus Recreation**. This includes hazards related to weather, terrain, animals, insects, equipment or other people.

In addition to the above, pool use could include exposure to heat and lightning, near drowning and drowning.

The risks listed herein may be caused by my own actions or inactions, the actions or inactions of others participating in the Facilities or Activities, or the conditions under which the Activities take place or are conducted. Some Activities are performed individually, while other Activities may involve other participants or Campus Recreation instructors, officials or staff.

I acknowledge the existence of certain rules and procedures concerning my participation in the Activities and use of Facilities and I agree to abide by those rules and procedures. I understand that failure to abide by Campus Recreation's instructions, rules, or policies/procedures may cause me to be prohibited from participating in certain Activities or using Facilities or even permanent expulsion from Campus Recreation's Facilities and Activities. I understand that I can be denied services in Campus Recreation's programs under the discretion of the Instructor/Personal Trainer if they feel my habits are not conducive to a healthy lifestyle. I agree to inspect the premises, equipment, and facilities prior to participating, and to immediately discontinue participating in any activity or using any equipment that appears to be malfunctioning or otherwise unsafe. I further agree to immediately report such unsafe conditions to Campus Recreation.

I acknowledge that engaging in the Activities may require a degree of skill and knowledge and that I have responsibilities as a participant. I acknowledge that the staff of Campus Recreation is available to attempt to more fully explain to me the nature and physical demands of using the Facilities and participating in the Activities and the inherent and other risks, hazards and dangers associated with such usage and/or participation. If in doubt about how to use Facilities or participate in Activities, I will ask Campus Recreation staff.

I have read and understand this Agreement. ***I am aware of the level of exertion required to participate*** and acknowledge that I have the requisite skills and fitness level to participate in the Facilities and Activities without causing harm to myself or to others. I have verified with my physician or other medical professional that I have no past or current physical or psychological conditions that might affect my ability to use the Facilities or participate in the Activities.

I understand that this Assumption of Risk and Personal Responsibility User Agreement is governed by the laws of the State of Arizona. I agree that if any portion of this Agreement is held to be invalid, the balance shall continue in full force and effect. I further agree that any disputes as to the Agreement will be resolved before courts of competent jurisdiction in the State of Arizona.

My decision to sign this Agreement is purely voluntary.

This Assumption of Risk and Personal Responsibility User Agreement shall remain in full force and effect throughout the duration of the undersigned's membership in Campus Recreation or otherwise during all times of usage of Campus Recreation's Facilities and Activities, unless I give written notice to Campus Recreation of my termination of this Agreement.