

THE UNIVERSITY OF WEST ALABAMA LIABILITY RELEASE, WAIVER, ASSUMPTION OF RISK, AND COVENANT NOT TO SUE

Read this document completely before signing. Its effect is to release the University of West Alabama (UWA), its governing board, and the State of Alabama from any liability resulting from your participation in the activities described below, and to waive all claims for damages or losses against UWA which may arise from such activities.

PARTICIPANT'S FULL NAME: _____

DATE OF BIRTH (MM/DD/YYYY): _____

ADDRESS: _____

Check one: ☐ STUDENT OR ☐ NON-STUDENT

I, the undersigned participant, exercising my own free choice to participate voluntarily in field trips, travel to athletic events, campus activity board events, wellness and fitness activities, recreational activities, intramurals, swimming lessons, and other activities related to UWA, while promising to take due care during such participation, hereby release, relieve, and discharge, indemnify, hold harmless and covenant not to sue UWA and its members, officers, agents, employees, and any other persons or entities acting on their behalf, and the successors and assigns of any and all of the aforementioned persons and entities, for any and all claims, demands, damages, and causes of action whatsoever, whether known or unknown, in the past, present or future, either in law or in equity, relating to injury, disability, death, or other harm to person or property or both arising out of my participation in and/or presence at the above listed Activities.

I acknowledge that I am aware of the hazards and risks that may be associated with my participation in the above-named activities, including the risks of bodily injury, death, or damage to property that may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against UWA and other persons as set forth herein. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage sustained through my participation in all acts associated with the above-identified activities. It is my intent by the execution of this Release to fully bind myself, my parents, spouse, heirs, legal representatives, and assigns to all of the provisions of this Release.

I expressly acknowledge by my execution of this Release that it is my intent that this Release is to be construed to be as broad and inclusive as permitted by the laws of the State of Alabama and that, if any portion is held to be invalid, it is agreed that the balance shall continue in full force and effect. I understand and agree that the execution of this Release and my voluntary consent to be bound by the terms and conditions set out herein are a material consideration for UWA offering and allowing my participation in the Activities, and that but for the execution of this Release no such activity would be available to me. I acknowledge the receipt and sufficiency of such valuable consideration in order to fully bind me, my heirs, representatives, or assigns to the provisions of this Release.

I specifically acknowledge and assume all risk and responsibilities relating to, directly or indirectly, my participation in the Activities, and specifically understand and agree that UWA may not have medical personnel available at the location of the Activities, and that UWA assumes no responsibility for any injury or damage which might arise out of or in connection with the Activities described above and any medical treatment provided to me by UWA or by any third party as a result of participation in such Activities. I further agree to comply and be bound by any UWA rules or regulations, as amended that relate to the Activities identified herein.

In signing this Release, I acknowledge and represent that I have fully informed myself of the contents of the foregoing release by reading it before I sign it, and I understand that I sign this Release as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written provisions, have been made to me by UWA or any third party prior to or in consideration of the execution of this Release. I warrant and understand that UWA has relied upon my representations and agreements set out in this Release as adequate and sufficient consideration relating to the execution of this Release, and I fully intend to be bound by the same. I further represent to UWA that there are no health-related reasons or problems which preclude or restrict my participation in the Activities, and that I have adequate insurance necessary to provide for and pay any medical costs that may be incurred as a result of injury to me or any third parties.

READ, UNDERSTOOD, AND AGREED TO THIS THE _____ DAY OF _____,
20_____.

Signature of Participant whose printed name appears above:

Signature

Witness over 19 years of age
(Participant must sign in the presence of
the Witness)

If participant is under the age of 19, his or her parent or legal guardian must also sign:

I, (printed name) _____, am the parent or legal guardian of the Participant who has signed above. I have read and I understand the provisions of this document, I consent to the participant taking part in the Activities described above, and I fully enter into and agree to be bound by the terms of the Liability Release, Waiver, Assumption of Risk, and Covenant Not To Sue set out hereinabove.

Signature of Parent or Legal Guardian

Witness over 19 years of age
(Parent, Guardian must sign in the presence of the Witness)