Eastern Washington University

CONSENT, ASSUMPTION OF RISK, WAIVER, AND INDEMNITY AGREEMENT FOR EWU STUDENTS ONLY

EWU Intramural and Club Sports

For and in consideration for the opportunity to participate in EWU Intramural and Club Sports, Participant voluntarily agrees 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 EWU Intramural and Club Sports.
- 2. I understand that for the purpose of this agreement "Intramural and Club Sports" includes participation in EWU Intramural and Club Sports and any travel or other activities related to EWU Intramural and Club Sports.
- 3. I acknowledge and agree that participating in EWU Intramural and Club Sports is voluntary.
- 4. I understand and acknowledge that Intramural and Club Sports include 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, tripping, muscle or skeletal injuries, collisions, allergic reactions, wind, rain, snow, sleet, severe cold exposure, wildlife, altitude sickness, wind burns, and frostbite. I voluntarily choose to participate in Intramural and Club Sports with full knowledge that the activities may be hazardous. I voluntarily assume full responsibility for any risks of injury, loss, or property damage.
- 5. I further understand and acknowledge that my travel to and from Intramural and Club Sports includes some inherent and dangerous risks. Further, when transportation is furnished by me for the purpose of participating in the Intramural and Club Sports, it is expressly understood that I am solely responsible for any personal injury to myself, to passengers in my privately-owned vehicle, or to other persons, or damage to my personal property or the property of passengers or other person's incident to such transportation in traveling to and from any location as is necessary to participate in the Intramural and Club Sports.
- 6. I will hold EWU, its employees, volunteers, and agents harmless from any and all liability, actions, causes of action, debts, claims, and all demands arising out of or related to any loss, damage, or injury, including death, that may be sustained by myself, or any property belonging to me, while participating in such activity or any activities related to this Intramural and Club Sports, including transportation to and from the location of this Intramural and Club Sports. This agreement shall serve as a release and discharge of EWU for any and all liability arising out of or related to Intramural and Club Sports on behalf of myself, my heirs, assigns, or other successors in interest. I agree to indemnify EWU for all loss, damage and expense of any kind or character arising out of injury, death, damage, or loss due to my participation in Intramural and Club Sports.
- 7. 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 Intramural and Club Sports. I further understand and acknowledge that:
 - a. I should consult with a medical professional to confirm fitness for participation in Intramural and Club Sports;
 - b. If I have a prescription for medications or am taking over the counter medications, I should confirm with my medical provider whether the medications will impact my participation in the Intramural and Club Sports; and
 - c. I should not participate in the Intramural and Club Sports while under the influence of any medication that may impact my ability to safely participate.
- 8. Neither EWU, nor their employees/agents serve as guardians or insurers of my safety. EWU 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 accident or injury occur.
- 9. I have notified the supervising instructor/staff member of any existing medical condition or medication that could affect my ability to fully participate in Intramural and Club Sports. 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 EWU 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 of 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.
- 10. I grant full permission for EWU to use any photographs, recordings, or any other record of this Intramural and Club Sports for any purpose.

By my signature below, I certify that I am over the age of 18 and legally competent to sign this form. I certify that I have completely read this document, understand its provisions, and voluntarily accept its terms which constitute legally binding consent, assumption of risk, waiver of claims, and indemnity for participating in EWU Intramural and Club Sports.

Signature