

**Appalachian State University
University Recreation (UREC)
Participant Agreement and Waiver**

I have chosen to voluntarily utilize the facilities, equipment or programs offered by the Appalachian State University, University Recreation Department (hereinafter "UREC"). By signing this agreement, I am acknowledging receipt of instruction about potential risks, including risks of property damage or loss, personal injury up to and including death, associated with any of the following UREC activities, programs or facilities: aquatics, climbing wall, fitness classes or activities, intramural sports, outdoor programs (including guided outdoor programs), and programs offered at the University's Camp Broadstone (together the "UREC Programs"). I also acknowledge that in addition to the instructions regarding risks, I have also received instruction regarding preventative measures which I can take to maximize safety while participating in any UREC Programs. I assume sole and full responsibility for my safety during participation in any such activity and acknowledge that I am healthy enough to engage in the UREC Programs. This Agreement shall be valid for a period of five (5) years from the date last signed below.

In consideration of being permitted to participate in the UREC Programs located on the campus of Appalachian State University or sponsored by Appalachian State University or use the UREC equipment or facilities, I agree as follows:

1. I will comply with all instructions and directions of the UREC staff or Appalachian State University agents, employees or volunteers during my participation in any activity or UREC Program.
2. I understand the risk and danger to me and my property associated with my participation in the UREC Programs or use of any UREC facility, and I do so voluntarily in reliance upon my own judgment, ability and health. I knowingly and voluntarily assume all risk of personal injury, death, and property damage or loss from any cause whatsoever, including, but not limited to, failure of anyone to enforce rules and regulations or inspect equipment or facilities, and negligence of other students, users or employees of UREC or Appalachian State University.
3. I shall indemnify, defend, and save harmless Appalachian State University, the University of North Carolina System, the State of North Carolina and their respective trustees, agents, employees and volunteers (hereinafter referred to as "indemnitees") from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorney's fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me as a result of negligence on the part of the indemnitees or other participants, users or employees or harm to others that occurs as a result of my own negligence or intentional acts, during my participation in any UREC Program or use of any UREC facility, including any travel to and from the activity site or during the Program whether or not provided by UREC.
4. I understand and agree that any photos and/or video taken of me by UREC may be used for the purpose of promoting University Recreation, Appalachian State University or any other program of the University's in media that may include printed material, web, social media and/or video. I agree to allow my image to be used for this purpose and that any likeness of me may be disseminated for public release by Appalachian State University. I also waive the right to approve the final product or receive any compensation for the use of such photos or video.

I certify that I am at least eighteen (18) years of age, medically sound, and physically fit to participate in the UREC Programs or use UREC facilities. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me. Facsimile or electronic versions of this Agreement shall have the same legal effect as originals, and all of which, when fully executed, shall constitute one and the same instrument.

I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE.

Participant's Printed Name

Participant's Banner ID

Participant's Email Address

Participant's Signature

Date

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

Parent's/Guardian's Printed Name

Parent's/Guardian's Signature

Date