

**Appalachian State University
University Recreation - Club Sports Program
Participation Agreement and Waiver**



Participant Name (print): _____ **Email:** _____ **@appstate.edu**

Club Team: _____ **Banner ID:** _____

The Appalachian State University, University Recreation Department (“UREC”) strongly recommends that all club sports participants have a thorough physical examination prior to engaging in any club sports activities to ensure they are physically able to participate in the activity. By signing below, I certify that I am not aware of any physical or medical reason why I should not participate in Appalachian State University Club Sports activities at this time and acknowledge that I am healthy enough to engage in the Club Sports activities. I hereby assume sole and full responsibility for my safety during participation in any such activity. 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 Club Sports Program (“Program”) at Appalachian State University, I agree as follows:

1. I understand that I must comply with all instructions of the UREC Staff and other Appalachian State University agents, employees or volunteers during my participation in the Club Sports Program.
2. I shall indemnify, defend and hold harmless Appalachian State University, The University of North Carolina, the State of North Carolina and their respective trustees, agents, employees and volunteers (hereinafter “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 or users or by others as a result of my own negligence or intentional acts, during my participation in any activity at or sponsored by UREC (including travel to and from the activity site).
3. I understand that participation in the activities of the Club Team is purely voluntary and is not a part of the academic curriculum of the University. I further understand and am fully aware of the risks and hazards associated with my participation in the Program and do so voluntarily in reliance upon my own judgment and ability. I knowingly and voluntarily assume all risk of personal injury, up to and including 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 staff.
4. When transportation is furnished voluntarily by me in my personal vehicle for the purpose of participating in any Club Team competition, it is expressly understood that I will be solely responsible for any personal injury to myself, to passengers in my vehicle, or to other persons, or damage to my personal property or the property of passengers or other persons incident to such transportation in traveling to and from any location as is necessary to participate in the activities of the Club Team. When my privately-owned vehicle is used as transportation for me or for other members of Club Team, I will ensure that my automobile liability insurance policy, providing third party injury or property damage insurance coverage, will be in full force and effect; that the terms and provisions of such policy will not exclude third party liability coverage incident to such transportation; and that such insurance coverage will satisfy all requirements of North Carolina law. In addition, I understand that I am not permitted to utilize the University’s motor fleet or state-owned vehicles for any travel associated with my participation in the Program.
5. I fully understand that UREC will provide me with only the following:
 - a. Limited number of sport specific materials, equipment and use of facilities.
 - b. I fully understand that all other needs I may have as a part of participating in the Program must be met by me, the individual club member, including but not limited to personal equipment, medical insurance coverage, transportation and subsistence.
6. I realize that, as a participant of the Club Team, I could possibly incur injuries no matter how well conditioned I may be. Due to the nature of this club sport, injuries may be minor to fatal in nature. I also realize that, if I have a physical problem such as a heart condition, hypertension, orthopedic problems, concussion or other head injury, or other medical problems, I should consult a licensed physician concerning any limits to my activity prior to participation in the club activities. Furthermore, I understand that I must refrain from practice or play while ill or injured and during medical treatment until I am discharged from treatment, or I am given permission by my personal, licensed health care provider to restart participation despite continuing treatment.
7. I understand that photos and/or video taken of me may be used for the purpose of promoting University Recreation, Appalachian State University and various programs of the institution in media that may include printed material, web 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 videos.
8. By signing this agreement, I also consent to the release to UREC and my club sport’s governing body, any and all academic or other information needed to verify that I am eligible to participate in the Program at Appalachian State University and understand that if I fail to provide this information I may not be permitted to participate in the Program.
9. I certify that I am at least eighteen (18) years of age, medically sound, and physically fit to participate in the Program. 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 Signature: _____ **Date:** _____

If participant is under 18 years of age:

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ **Date:** _____

**** PLEASE RETURN THIS FORM TO THE MAIN OFFICE OF THE STUDENT RECREATION CENTER.**