

# OLIVET NAZARENE UNIVERSITY

## COMMUNITY LIFE & RECREATION ACTIVITY

### ASSUMPTION OF RISK, RELEASE OF ALL CLAIMS, AND LIABILITY WAIVER

**Notice:** This is a legally binding agreement. By signing this agreement, you give up your right to bring court action or recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of Olivet Nazarene University Recreation Facilities and/or participation in Community Life and Recreation Activities now or anytime in the future.

**1. Community Life & Recreational Activity** I have requested permission to use the recreation facilities of Olivet Nazarene University including, but not limited to, the climbing wall, exercise machines, exercise equipment, swimming pool, or Jacuzzi (collectively "Olivet Nazarene University Recreation Facilities") or to otherwise participate in Community Life & Recreational Activities at Olivet Nazarene University including, but not limited to, community life activities, exercise activities, weight training, recreational team sports, or individual recreational activity (collectively "Community Life & Recreational Activities"). I hereby acknowledge and agree that my use of the Olivet Nazarene University Recreation Facilities and/or my participation in the Community Life & Recreational Activities is voluntary on my part.

**2. Assumption of Risk** I hereby acknowledge and agree that my use of the Olivet Nazarene University Recreation Facilities and/or my participation in the Community Life & Recreational Activities may expose me to significant risks such as cuts, scrapes, bruises, broken bones, concussions, other injuries, and even death. I further hereby acknowledge and agree that my use of the Olivet Nazarene University Recreation Facilities and/or my participation in the Community Life & Recreational Activities may result in the loss or damage to my property including, but not limited to, clothing, shoes, and equipment. With full knowledge of the nature and extent of all risks to me or my property associated with my use of the Olivet Nazarene University Recreation Facilities and/or my participation in the Community Life & Recreational Activities, I hereby voluntarily assume all risk of injury or death to my person and/or damage to my property while using the Olivet Nazarene University Recreation Facilities and/or while participating in the Student Life & Recreational Activities.

**3. Release of All Claims** In consideration of being permitted to use the Olivet Nazarene University Recreation Facilities and/or to participate in the Community Life & Recreational Activities, I hereby release on behalf of myself and my heirs, executors, administrators, and assigns Olivet Nazarene University and its trustees, officers, employees, and agents (collectively "Olivet") from any and all liabilities, claims, demands, causes of action, and costs and expenses which I or anyone on my behalf may have as a result of my use of the Olivet Nazarene University Recreation Facilities and/or my participation in the Student Life & Recreational Activities.

**4. Indemnification and Hold Harmless** In further consideration of being permitted to use the Olivet Nazarene University Recreation Facilities and/or to participate in the Community Life & Recreational Activities, I hereby agree to indemnify, hold harmless, and defend Olivet from any and all liabilities, claims, demands, causes of action, and costs and expenses, including attorneys' fees, which are asserted against or incurred by Olivet resulting from my use of the Olivet Nazarene University Recreation Facilities and/or my participation in the Student Life & Recreational Activities.

**5. Effect of Agreement** I hereby acknowledge and agree that this waiver is intended to be as broad and inclusive as permitted by law and, if any provision of this waiver is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions of this waiver shall not be impaired thereby. This waiver shall be binding on me and my heirs, executors, administrators, and assigns and shall remain valid and in full force and effect for the entire duration of my use of the Olivet Nazarene University Recreation Facilities and/or my participation in the Student Life & Recreational Activities.

**6. Health Certification** I hereby certify that I am in good health and that I have no physical limitations that would preclude my safe use of the Olivet Nazarene University Recreation Facilities and/or my safe participation in the Student Life & Recreational Activities.

I HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE READ THIS WAIVER, UNDERSTAND ITS TERMS, AND AM EXECUTING THIS WAIVER FREELY AND VOLUNTARILY.

\_\_\_\_\_  
Recreation Facilities user's signature                      Date

\_\_\_\_\_  
Recreation Facilities user's printed name

\_\_\_\_\_  
Parent or guardian's signature (if under 18)                      Date

\_\_\_\_\_  
Parent or guardian's printed name (if under 18)

\_\_\_\_\_  
ONU Staff signature                      Date

\_\_\_\_\_  
ONU Staff printed name