Assumption of Risk, Waiver, and Release from Liability

In consideration for participating in and using Virginia Commonwealth University’s Recreational Sports recreation activities, services, equipment and/or facilities, including, but not limited to club and intramural sports, fitness programs, outdoor recreation, and aquatic programs, I acknowledge and agree as follows:

1. **Voluntary Participation** - My involvement or participation is voluntary and is not requested or required by Virginia Commonwealth University.

2. **Risk Factors** - I understand and acknowledge that participation in athletic or recreation activities or services or the use of equipment and facilities involves risks including, but not limited to the following: risk of property damage; bodily injury including but not limited to temporary or permanent muscle soreness; sprains; strains; cuts; bone fractures; abrasions; bruises; ligament and/or cartilage damage; head, neck or spinal injuries; paralysis; eye damage; disfigurement; drowning; and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others or from the unavailability of emergency medical care.

3. **Assumption of Risk** - I voluntarily and personally assume all risks that may arise out of or result from participation in athletic or recreational activities or the use of equipment, facilities and/or services, regardless of whether such risks are known or unknown, foreseen or unforeseen, disclosed or undisclosed, including but not limited to those risks described above.

4. **Compliance with Policies and Procedures** - I agree to comply with and abide by all rules, policies and procedures of the Department of Recreational Sports and Virginia Commonwealth University. I understand that the safe and proper use of equipment, facilities or participation in the activity is dependent upon carefully following such rules, policies and procedures. The Recreational Sports staff has the right to revoke or terminate my privileges for any violation of such rules and policies.

5. **Release of Liability** - I hereby release, waive, and discharge Virginia Commonwealth University and all of its trustees, officers, employees and agents, ACC OP (711 W. Main) LLC and all of their respective past, present and future officials, agents, employees, representatives, shareholders, members, directors, officers, affiliates, parents, subsidiaries, partners, sister companies, insurers, reinsurers, predecessors, successors, heirs, assigns and attorneys and all of its trustees, officers, employees and agents from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney’s fees) arising from or in connection with my participation in or use of Virginia Commonwealth University recreation activities, services, equipment and facilities.

6. **Indemnification** - I also agree to indemnify, defend and hold harmless Virginia Commonwealth University, and all of its trustees, officers, employees and agents and ACC OP (711 W. Main) LLC and all of their respective past, present and future officials, agents, employees, representatives, shareholders, members, directors, officers, affiliates, parents, subsidiaries, partners, sister companies, insurers, reinsurers, predecessors. successors, heirs, assigns and attorneys and all of its trustees, officers, employees and agents from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney’s fees) arising from or in connection with my participation in and use of the University’s athletic and recreation activities, services, equipment and facilities.

7. **Skill, Ability and Fitness** - I acknowledge that I have the requisite skills, qualifications, physical fitness and ability, and training necessary to properly and safely use the equipment, facilities, and to participate in the athletic and recreation activities. I agree that if I have any questions as to what skills, qualifications or training is necessary to properly use the equipment, facilities or participate in athletic and recreation
activities itself, then I will ask the appropriate staff member on site. Furthermore, I certify that I have consulted with a physician to determine any potential conditions that may adversely affect my participation.

8. **Medical Costs** - I am solely responsible for any and all medical, health, or personal injury or illness costs relating to my participation in or use of Virginia Commonwealth University recreation activities, services, equipment and facilities.

9. **Jurisdiction** - This Agreement shall be governed in all respects by the laws of the State of Virginia. The parties agree to use the State of Virginia for Jurisdiction and the City of Richmond as Venue for any disputes between the parties.

10. **Severability** - Should any of the provisions of this Agreement, or portions thereof, be found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect.

11. **Acknowledgment** - I have read and fully understand this Agreement and realize it relates to surrendering and releasing valuable legal rights and do so freely and voluntarily.

NAME: ________________________ SIGNATURE: ___________________________ Date: __________

**Membership Information**

Birth Date: ___________________________ Gender: Male Female

Email Address: ___________________________ Phone #: ___________________________

VCU Proxy Card # (The 6 digit number on the back of the card): ___________________________

**Emergency Contact Information**

FULL NAME: ______________________________________________________________________

ADDRESS: ___________________________ CITY: ______________________________________

STATE: ___________ ZIP CODE: ___________ PHONE: ___________________________

If applicable: **Consent and Release on Behalf of Minor**

I am the parent or legal guardian of the above named minor. I have read and understand the Agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Agreement and consent to the minor’s participation in the activity.

**Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor**

NAME: ________________________ SIGNATURE: ___________________________ Date: __________