



University of Nevada Reno WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, hereby acknowledge that I have voluntarily elected to use the facilities, services and/or programs at Fitness and Recreational Sports (the "Fitness and Recreational Sports Activity") at the University of Nevada, Reno ("UNR"), a member institution of the Nevada System of Higher Education ("NSHE"). I understand and agree that the Fitness and Recreational Sports Activity involves certain risks which include, but are not limited to, the following:

1. Physical activity, including but not limited to, weightlifting, running, swimming/diving, aerobic activities, exercise classes, and other physical or sporting activities.
2. Injuries due to the use of free weights, weight machines, cardiovascular equipment and other exercise equipment.
3. Sustained physical activities that place stress on the cardiovascular system or cause exertions of strength using various muscle groups.
4. Potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps and/or nausea.
5. Minor injuries such as scratches, bruises and sprains.
6. Major injuries such as broken/fractured bones, concussions, joint or back injuries, torn tendons, ligaments and other muscles, eye injury, heart attack, paralysis and/or death.

Knowing this information and the risks related to the Fitness and Recreational Sports Activity, in consideration of my participation in the Activity, I expressly and knowingly agree as follows:

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with UNR policies and procedures, including those listed in the Fitness and Recreational Sports General Facility Rules. I further agree to abide by all the rules and requirements of the Fitness and Recreational Sports Activity. I acknowledge that UNR has the right to terminate my participation in the Fitness and Recreational Sports Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Fitness and Recreational Sports Activity, or for any other reason in UNR's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Fitness and Recreational Sports Activity, including the dangers, hazards, and risks listed above, inherent to the Fitness and Recreational Sports Activity. In addition, I understand that part of the risk involved in undertaking a Fitness and Recreational Sports Activity is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in the Fitness and Recreational Sports Activity. I acknowledge that my choice to participate in Fitness and Recreational Sports Activity brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that I possess and use. I understand that mild, moderate or vigorous physical activity may exacerbate acute and chronic health conditions including congenital defects, which I may, or may not be aware I have. Exercising with such conditions may result in permanent injury or loss of life.

I further understand that Fitness and Recreational Sports Activities are sometimes conducted by personnel who may not be licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made by UNR or NSHE to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and herein employed to provide such professional services. I acknowledge my obligation to immediately inform the nearest employee of any pain, discomfort, fatigue and/or any other symptoms that I may suffer during and immediately after my participation. I understand that I may stop or delay my participation in any activity or procedure if I so desire and that I may also be requested to stop and rest by a employee who observes any symptoms of distress or abnormal response.

I understand that as a participant in the Fitness and Recreational Sports Activity I could sustain serious personal injuries, property damage, or even death as a consequence of not only UNR's actions or inactions, but also the actions, inactions, negligence or fault of others or myself, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, property damage, disability or

death that I may sustain by any means is my responsibility except for those occurrences due to UNR's negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: To the extent authorized by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, successors and assigns, hereby release, forever discharge and agree not to sue NSHE and UNR and their officers, employees, agents, volunteers and representatives, from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgments, cost, expense or attorneys' fees, including, but not limited to, those arising from injury, loss or damage to my person or property, which arise out of, occur during, or are in any way the result of or connected with my participation in the Fitness and Recreational Sports Activity, **REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR UNR, UNLESS THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR UNR'S NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE FITNESS AND RECREATIONAL SPORTS ACTIVITY OCCURS OR IS BEING CONDUCTED.** I further agree that NSHE and UNR are not in any way responsible for any injury or damage that I sustain as a result of my own acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Fitness and Recreational Sports Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of my participation in the Fitness and Recreational Sports Activity which include, but are not limited to the following: strenuous exertion, physical activity, potential health risks, minor injuries, major injuries, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF NSHE OR UNR, UNLESS THEY ARISE FROM NSHE OR UNR'S NEGLIGENT OR INTENTIONAL ACT,** and I assume full responsibility for my participation in the Fitness and Recreational Sports Activity.

INDEMNITY: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless NSHE and UNR and their employees, agents, and representative from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys' fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Fitness and Recreational Sports Activity.

PERSONAL MEDICAL INSURANCE: I understand that neither the NSHE nor UNR will provide health insurance coverage to me during any aspect of my participation in the Fitness and Recreational Sports Activity. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Fitness and Recreational Sports Activity.

I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Participant's Name: _____

Participant's Signature: _____

Dated: _____

If participant is a minor:

I am the parent or legal guardian of the Participant. I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights that I or the Participant might otherwise have, and that I have signed it knowingly and voluntarily. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

Guardian's Name: _____

Guardian's Signature: _____

Dated: _____