CLUB SPORT AND INTRAMURAL ATHLETIC PROGRAMS
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, ______________ (“Participant”), hereby acknowledge that I have voluntarily elected to participate in the ____________________________ (“Program”), to be held in and around ____________________________ (location) from _______________ (dates). In consideration for being permitted by Pacific Lutheran University ("UNIVERSITY") to participate in the Program, I hereby acknowledge and agree to the following:

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with the University policies and procedures, including but not limited to, those set by the PLU athletic department, the PLU Student Handbook, the Student Athlete Handbook, The Club Handbook. I further agree to abide by all the rules and requirements of the Program. I acknowledge that the UNIVERSITY has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group; my conduct violates any rule of the Program, or for any other reason in the UNIVERSITY’s discretion. INITIAL __________

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand that as a Participant in the Program, I will engage in physical activities, including but not limited to practicing, training, observing, traveling to and from, and competing in Program events, during which I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the UNIVERSITY’s actions or inactions but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and I understand that there may be other risks not known to me or not reasonable foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility. INITIAL __________

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the UNIVERSITY, its governing board, directors, officers, employees, coaches, trainers, agents, volunteers and any students (hereinafter referred to as “Releasees”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer while playing, practicing, or in any other way involved in my participation in the Program, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED. I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts. INITIAL __________

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in Program activities, including but not limited to, practicing, training, observing, traveling to and from, and competing in Program events. I understand that there are risks
attendant to physical activities and that there are potential dangers which may expose me to risk of personal injuries, property damage, or even death. I am aware that the Program can involve vigorous activity involving severe cardio-vascular stress and/or violent physical contact. I understand Program activities involve certain risks, including by not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs, and that protective equipment may be inadequate to prevent serious injury. I further understand that Program involves a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. Furthermore, I understand that potential risks may arise due to the following: travel to and from tournaments, practice fields, and events via private vehicle, common carrier, and/or UNIVERSITY owned vehicle, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, 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 THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS, and assume full responsibility for my participation in the Program. MY INITIAL INDICATES I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and all kind (including attorneys’ fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the Program, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE OR INTENTIONAL ACTS. INITIAL

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services that I may require including those not directly related to my participation in the Program. INITIAL

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical record of history that could be aggravated by my participation in this particular sport. INITIAL

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) do __ do not __ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the UNIVERSITY personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Washington. I understand that I may seek legal counsel of my own choosing to fully explain any terms of the Agreement to me before I sign it. INITIAL
SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby. INITIAL __________

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE, OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WILL AS MY OWN.

Signature ___________________________ Name Printed ___________________________ Dated __________

Signature of parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I join with Participant in granting a release to releasees as set forth in detail above.

If under 18, Signature of Parent or Legal Guardian ___________________________ Name Printed ___________________________ Dated __________