



**Athletic Facilities Waiver
Assumption of Risk, Waiver, and Release from Liability (non-students)**

In consideration for the use of the property, facilities and/or services of the Southern New Hampshire University Athletics Department, including any travel thereto, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by the Athletics Department at Southern New Hampshire University (Intramural, informal, instructional, Group Fitness, Physical Sports, Weight and Cardiovascular Training, Swimming and any other programs and services sponsored by the Athletics Department and/or activities occurring in the building) involves risk such as, but not limited to the following: risk of property damage, bodily injury and possibly death.
2. **ASSUMPTION OF THE RISK.** The undersigned assumes all risks which are foreseeable and involved with or arise out of the use of the equipment or facilities, the activity itself, the acts of others, omission of an act or the unavailability of emergency care, including but not limited to those risk factors described in Section 1 above.
3. **ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly use the equipment, facility, or participate in the activity itself, then he or she shall direct such questions to the appropriate Staff Member on site.
5. **RELEASE.** The undersigned releases Southern New Hampshire University its officers, trustees, employees and agents from any and all claims, causes of action, injuries, damages, and cost of expenses arising out of the activity, including those based on death, bodily injury, or property damage whether or not caused by negligence or other fault of the parties being released.
6. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release.
7. **INDEMNIFY AND DEFEND.** The undersigned agrees to indemnify and defend Southern New Hampshire University, its officers, trustees, employees and agents (hereinafter jointly referred to as "indemnitee") against and hold them harmless from any and all claims, causes of action, damages to or destruction of any property, injury or death to the undersigned or anyone else.
8. **PAY.** The undersigned agrees to pay for any and all damages to any property or indemnities caused by the undersigned negligently, willfully or otherwise.
9. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
10. **CONSENT FOR EMERGENCY TREATMENT.** The undersigned as a participant in the subject activity hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
11. **INSURANCE.** The undersigned understands the Athletics Department does not carry participant insurance. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.

(OVER)

12. ACKNOWLEDGMENT. The undersigned has read and understands this agreement and realize it relates to surrendering and releasing valuable legal rights.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____

EMERGENCY CONTACT INFORMATION:

FULL NAME: _____ PHONE: _____

ADDRESS: _____ CITY: _____ STATE: ___ ZIP CODE: _____

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: _____