

# Hold Harmless Agreement

STUDENT RECREATION AND WELLNESS CENTER · 1550 Ted Boyd Drive · Kent, OH · 44242 · 330.672.4REC · recservices@kent.edu

In consideration of being permitted to enter Kent State University's Student Recreation and Wellness Center (SRWC) or any facility or field maintained by the Department of Recreational Services or any other University-owned property, for any purpose, including but not limited to observation, use of facilities or equipment, participation in instructional or fitness classes or sessions, club sports, or participation in any way related, the undersigned hereby acknowledges and agrees to the following:

That he or she has inspected, or immediately upon entering, will inspect such premises and facilities and any such use or observation constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for use.

I understand and recognize that I am responsible for my own well-being and fully understand all risks involved before participating in any activity through the Department of Recreational Services. I declare that I recognize that it is in my best interest, as well as that of the other participants, to follow the suggestions, guidelines, and/or rules of the activity supervisors, and/or coordinators and that, as an elective, my participation in this activity is entirely voluntary. I fully understand and appreciate the potential dangers, hazards and/or risks, directly and/or indirectly inherent in participating in this activity, as well as engaging in fitness and physical activities in general, which could include the loss of life, serious loss of limb, or loss of property. I agree to utilize all available safety measures including following any safety training provided, and wearing all necessary protective gear if required. Also, I understand that the consumption of alcohol and/or use of drugs is strictly prohibited and could result in my dismissal from further participation in the activity.

I understand that any University personnel or agents also participating in this activity are not necessarily medically trained to care for any physical or medical problems that may occur during this activity. I further understand that the University does not carry medical or liability insurance for me while I am participating in this activity. By placing my signature below, I acknowledge to the University that I have adequate medical and hospitalization insurance for any injuries that I may incur as a result of participating in this activity. The Department of Recreational Services strongly recommends that each member have an annual physical examination and personal medical and accident insurance.

NOW, THEREFORE, in consideration of being allowed to participate in this activity, I agree to indemnify and hold the supervisor(s) and coordinator(s) of this activity, Kent State University, its Board of Trustees, agents, officers, and employees, and student volunteers harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I may incur as a result of my participation in this activity, even if due to the negligence of Kent State University or any person serving in the above-identified capacities. I also agree that I assume full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the releasers or otherwise, while the undersigned is in, upon, or about the premises of the SRWC and or while using the premises or any facilities or equipment hereon.

I have read the above terms of this Agreement/Release, and I understand and voluntarily agree to the terms and conditions and that I am giving up substantial rights including my right to sue. This Agreement/Release is the entire agreement between the parties and shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further expressly agree that the forgoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any portion thereof is held to be invalid, it is agreed that the remaining language shall, notwithstanding, continue in full legal force and effect.

**I acknowledge that I am signing the agreement freely and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

Name (Please print): \_\_\_\_\_ Banner ID: \_\_\_\_\_

Member/Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Club Sport: \_\_\_\_\_

As a parent/guardian on behalf of the above-named minor, I have read the above terms of this Agreement, and I understand and agree to the terms and conditions stated herein. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further agree to indemnify Kent State University, its agents, officers and employees against any action brought against KSU by the above-named Participant, including but not limited to an action brought by him or her upon reaching the age of majority. I warrant that I am authorized to execute this Agreement and Release on behalf of the above-named minor.

Parent/Guardian Name (Please print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_