

# Gonzaga University Adult Student Participation Agreement, Liability Release, and Risk Assumption for Intramurals Sports Programs

1. **Understanding Affirmed:** Then undersigned Gonzaga University student affirms and acknowledges each and all of the following matters to be true and correct:
- A. The undersigned is at least eighteen (18) years old and desires to participate or continue to participate in the activities of **GU Intramurals** which will be organized and coordinated by volunteers; Although Gonzaga University is not sponsoring or promoting such activities, the University has been requested to make certain accommodations including limited use of its facilities for such activities. (Gonzaga University will be hereinafter referred to as "the University".)
  - B. **GU Intramurals** engages in potentially dangerous activities. Participation by students in such activities subjects such participants to risks of injury or death. The "Disclosure and Warning" form attached here to describes some of the many hazards and as well as some of the innumerable kinds of injuries, harm, or losses which may result there from. Such listings are not necessarily complete or exhaustive.
  - C. The undersigned's participation in such activities is not requested or required by the University but is entirely elective and voluntary on the part of the undersigned student. The University is obliged to accommodate such activities or allow its facilities to be used for such activities, or to incur risks of loss or liability for claims resulting there from. Neither the University nor anyone on the University's behalf has made any representations to the undersigned as to the safety of said activities or as to the undersigned's ability to safely participate. Accordingly, the University requires the execution and delivery of the agreement by each participant as a condition of allowing any aspect of such activities to occur on the University's premises or in the University's name.

2. **Assumption of All Risks:** The undersigned hereby personally assumes all risks to the undersigned in connection with such activities, including any and all risks of injury, death, harm, or damage of every kind or description that may befall the undersigned student while participating therein, regardless of whether such risks are known or unknown, foreseen or unforeseen, disclosed or undisclosed, The undersigned is solely responsible for personal safety and for the proper operating condition of all equipment used. The University has made no representations, statements, or warranty as to the condition or suitability of any equipment. In addition, the University has made no representations, statements, or warranty as to the condition or suitability of the grounds, facilities, or practice fields utilized in this intramural sports program's activities.

The undersigned certifies that in assuming the risks involved in participating in this intramural sports program, the undersigned will be required to pay personal medical and emergency expenses in the event of injury or illness. The undersigned agrees to contact his/her personal medical insurance carrier to verify that participation in this intramural sports program's activities is not excluded in said policy coverage.

3. **Liability Release:** The undersigned completely and unconditionally releases each and all of the following named entities, persons, and parties (herein collectively referenced as the "Releases") from all claims of liability for each and every injury, harm, damage, and loss of every kind or description (including death) to the undersigned's person or property, directly or indirectly occurring in connection with, resulting from, arising out of the undersigned's participation or travel to and from the aforementioned intramural sports program's activities, whether caused by negligence of any of the Releases, or otherwise

- A. The Corporation of Gonzaga University (a.k.a. "Gonzaga University" or the University"), its affiliates and subsidiaries (including the Department of Athletics), and each trustee, director, officer, employee, agent, and representative of any such entities, including the Intramural sports program's officers, members, and advisors.

The undersigned does further agree to defend, hold harmless, indemnify and release, and forever discharge the Releases from and against any and all claims, demand, and actions or causes of action on account of damage to or related to the undersigned's such participations and travel.

4. **Additional Representatives:** the undersigned has read the foregoing Agreement and the attached "Disclosure and Warnings" form in entirety and understands the same. The undersigned has signed this document freely and voluntarily, without any inducement, assurance or guarantee. The undersigned accepts and approves the same by completing this form and signing herein.

The undersigned certifies this release and all provisions contained herein are binding upon the undersigned, the undersigned's heirs, and the undersigned's personal representatives and will apply to all claims or causes of action which may result from the undersigned's participation in **GU Intramurals** and which result from causes whether within or beyond the control of the University, except such occasioned by the willful or wanton negligence or misconduct of the University.

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## INTRAMURAL SPORTS PROGRAM MEDICAL INSURANCE COVERAGE

Name (please print): (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle Initial) \_\_\_\_\_

Local Address: \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

Local Phone Number: \_\_\_\_\_ Insurance Carrier: \_\_\_\_\_ Student Number.: \_\_\_\_\_

Policy Holder's Name: \_\_\_\_\_ Policy/Group No.: \_\_\_\_\_

**\*Special Provisions: Participant further certifies that he/she will consume no drugs or alcohol prior to and during participation and travel to and from the activities of this intramural sports program.\***

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/guardian if participant is a legal dependent: \_\_\_\_\_ Date: \_\_\_\_\_

**Distributed by NOTE: The University has made no representations, statements, or warranty as to the condition of the participant's physical ability or suitability to participate in this intramural activities.**