

STUDENT FITNESS CENTERS

CHILDREN'S WAIVER OF LIABILITY FORM

I hereby acknowledge that my children's participation in _____, a voluntary educational, fitness/athletic, social, and/or recreational program, hereinafter called the Activity, sponsored and administered by Campus Recreation at Southern Illinois University Edwardsville from **January 1 through December 30, 2010**, involves an inherent risk of and exposure to bodily or personal injury to my children or to others. Dangers related to such activities may include but are not limited to: broken bones, strains, sprains, cuts, abrasions, bruises, concussion, heart attack, injuries associated with fighting, and death. I acknowledge and agree that I am aware that there are risks, hazards, and dangers inherent in such activities and in the training, preparation for, and travel to and from such activities; that the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of Southern Illinois University Edwardsville and its members individually, and its officers, agents, and employees, hereinafter referred to as Releasees, do not warrant or guarantee in any respect the competency or mental or physical condition of any leader, instructor, volunteer, or individual participant in any educational, athletic, social, and/or recreational program or activity; that Releasees make no warranty as to the condition, safety, or suitability of any equipment, property, or premises for any purpose; and that I am solely responsible, through insurance or otherwise, for any hospital or other costs arising out of any bodily injury or property damage sustained through my children's participation in the Activity. I hereby assume any and all such risk. For the sole consideration of Releasees arranging for and allowing my children's participation in the Activity, and in connection therewith, making available for their use certain equipment, facilities, grounds, or personnel of Releasees, I hereby waive liability, release, hold harmless, covenant not to sue, and forever discharge Releasees from any and all liability, claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, resulting from or in any way connected with my children's participation in the Activity. I understand and agree that Releasees do not have medical personnel available at the locations of the Activity; that Releasees are granted permission to authorize emergency medical treatment for my children; that such action by Releasees shall be subject to the terms of this Agreement; and 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 understand that acceptance of this signed *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement* by Releasees shall not constitute a waiver, in whole or in part, of sovereign immunity by Releasees; that it shall be effective during the entire period of my children's participation in the Activity; that it binds me and my heirs, executors, administrators, and assigns; that it shall be construed in accordance with the laws of Illinois; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.

I have read, understand, and have freely and voluntarily signed this *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement*. I warrant that I am over the age of 18 years.

This the _____ day of _____ 20_____.

Signature of Parent or Guardian _____

Signature of witness (Must be 18 years or older) _____

Participant's Name: _____ **Age:** _____ **Grade:** _____

Parent/Guardian Name: _____ **Phone number:** _____

Person who will be picking your child up: _____ **Relationship:** _____

In case of emergency: _____ **Phone number:** _____

Allergies: _____

Special needs your child may require: _____
