



Intramural Sports

Release, Assumption of Risk, Waiver of Liability & Covenant Not to Sue Agreement

(BINDING LEGAL DOCUMENT -- READ CAREFULLY BEFORE SIGNING)

I hereby acknowledge that my participation in Intramural Sports, a voluntary educational, athletic, social, and/or recreational program, hereinafter the Activity, sponsored and administered by Campus Recreation at Southern Illinois University Edwardsville from August 1, 2009, to July 31, 2010, involves an inherent risk of and exposure to property damage and bodily or personal injury to myself or to others. Dangers related to such activities may include but are not limited to: hypothermia, broken bones, strains, sprains, cuts, abrasions, bruises, drowning, concussion, heart attack, heat exhaustion, injuries associated with travel, 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 it is my sole responsibility to participate only in those activities for which I have the prerequisite skills, qualifications, preparations, and training; that I have read and understand the conditions applicable to the Activity; that I have received and read a copy of the applicable University guidelines and procedures for this Activity; 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 Releasees, do not warrant or guarantee in any respect the competency or mental or physical condition of any third party affiliated with the Activity, including third-party leaders, instructors, volunteers, vehicle drivers, or individual participants; that Releasees make no warranty as to the condition, safety, or suitability of any equipment, vehicle, property, or premises for any purpose if not owned by the Releasees; 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 participation in the Activity. I hereby assume any and all such risk. For the sole consideration of Releasees arranging for and allowing my participation in the Activity, and in connection therewith, making available for my 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, whether caused by the negligence or carelessness of the Releasees or otherwise resulting from or in any way connected with my 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 me; 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 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 ____.

Print Name

ID#

Signature

Date

Signature of witness (Must be 18 years or older)