

WARNER UNIVERSITY
FORM 797-ACT
Athletics, Club Sports and All Other Physical Activities
Waiver of Liability and Hold Harmless Agreement

Applicability of this form: This agreement is applicable for all students who may engage in athletics, club sport, intramural sport, recreational activity, fitness program or activity, water activity, boating activity, adventure program, or any related activity while at Warner University (University). **The participant only needs to print, complete and sign this form once**, even if the student engages in multiple programs and activities during the student's tenure at the University. During the student's tenure at the University, a copy of this form will be kept in the Student Life Office. Note: After signing and initialing this form by hand, you may return it in person to the Student Life Office or send it via regular mail or fax. If sent as an e-mail with this form attached, *this is only acceptable if it is printed, signed, scanned and saved in as a PDF file.*

Student Name: _____ Student Signature: _____

Date: _____ Student ID: _____

If student is under 18 years old:

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____

Read this document thoroughly and sign it freely. In addition to completing and signing the above, each page of this document needs to be initialed by you. You will not be granted permission to participate in any activities unless you complete, sign and return this form (and any other required forms). By completing, signing and initialing where required, you assure us that you have read this document, understand it, and have signed it voluntarily.

1. Basic Acknowledgments

- 1.1 I acknowledge that I may freely and voluntarily choose to participate in University activities.
- 1.2 I have read, or will read, and am responsible for knowing and understanding the contents of, any and all materials supplied by Warner University (University) to prepare me for this experience. I have participated in, and/or will participate in, with full attention, all orientation events required for any activity.
- 1.3 I acknowledge that I am responsible for all costs associated with my participation in an activity.
- 1.4 I acknowledge the authority of the activity supervisor(s) to exercise administrative and decision making control regarding all aspects of the activity on behalf of the University.
- 1.5 I acknowledge that the University may at times have or create promotional material or other documentation regarding activities and I consent to the use by the University of any photograph, video or statement by me in such material or documentation.
- 1.6 I acknowledge and agree that I must adhere to all state and local laws and Warner regulations, rules, and policies, including those related to alcohol and drug use and expected conduct, while participating in such activity.
- 1.7 I am aware that my behavior can reflect, for better or worse, upon the University. Throughout the experience I will behave in a manner that is God honoring. In the event that the activity supervisor, at his or her exclusive discretion, should determine that my conduct or academic performance is detrimental to the activity or to other participants, the activity supervisor may terminate my participation in this activity. I understand that if my participation is terminated in this way, I will be responsible for the entire activity costs and the additional costs for return travel (if any).

2. Risk and Liability Matters

- 2.1 I am aware that some activities involve risk and may also extreme and violent contact. I am aware that playing or participating in such activities will be a dangerous activity involving many risks of injury or death. I understand the risks and hazards involved in such student activity. My participation in such activities will be voluntary.
- 2.2 I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of the University, its Board of Trustees, officers, administrators, servants, agents, volunteers, contractors, attorneys, and employees (herein collectively referred to as "Releasees") or otherwise.
- 2.3 I further hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorney's fees, that they may incur due to my participation in said activity, whether caused by the negligence of the Releasees or otherwise.
- 2.4 It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named Releasees.
- 2.5 I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any legal proceeding concerning this waiver and release shall be in Polk County, Florida. If any provision of this waiver and release is found to be unenforceable, all other provisions will remain in full force and effect.

3. Medical Matters

- 3.1 I am aware of my personal medical needs. Whether or not I have exercised my opportunity to consult with a health care practitioner of my choice, I assure the University that there are no health-related reasons, physical or psychological impairments or problems that in the exercise of reasonable care would preclude or restrict my participation in the Program, or would put myself or others in danger by my participation.
- 3.2 I acknowledge that prior to participating in any activity, I will ensure that I am in good physical condition and not know of any medical or physical condition or other reason as to why I should not fully participate in such activity or that could hinder my safety in such activity.
- 3.3 I have completed or will complete—honestly, accurately and fully—any required pre-departure health forms.
- 3.4 I acknowledge and agree that Warner does NOT provide personal accident and health insurance for me regarding any such activity, and I assume all personal and financial responsibility for any medical care and treatment I may require as a result of participating in such activity. I realize that a sports injury can be catastrophic for those without proper medical coverage.
- 3.5 In the event that my family cannot be contacted, I grant the University authority to take whatever action they feel is warranted under the circumstances regarding my physical and mental health and safety, including placing me, at my own expense, in a hospital at any point for medical services and treatment, or if no hospital is available, to place me in the hands of a local health care provider for treatment. The University is further authorized to return me to the United States or to another country, at my expense, for medical treatment if necessary.
- 3.6 I further acknowledge that Warner will not provide medical personnel at the location of such activity. I hereby grant permission to authorize emergency medical treatment for me if necessary, and that such treatment is subject to and included within the terms of this release and waiver. Ultimately, I assume all risk for the cost of my medical care, including transportation and hospitalization, while in, or in transit to or from, any off-campus destination.

4. Release, Waiver, Discharge and Covenant Not to Sue

- 4.1 In consideration for receiving permission to participate in athletics, club sport, intramural sport, recreational activity, fitness program or activity, water activity, boating activity, adventure program, and any related activity at any time while I am a full or part time student at Warner University, whether on the campus of Warner or off-campus in any location, I hereby release, waive, discharge, and covenant not to sue the Releasees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, sickness, or injury, including death, that may be sustained by me or to any property belonging to me or others whether caused by the negligence of the Releasees or otherwise, while participating in such activity, while being transported to and from such activity, or while in or on the premises where the activity is being conducted. I understand that this release and waiver covers liability, claims and actions caused entirely by or in part by any acts or failures of the Releasees, including, but not limited to negligence, mistake, omissions, or failure to act or supervise by the Releasees.