

Office of Risk Management and Insurance

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INFORMED CONSENT WAIVER AND RELEASE OF LIABILITY

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The University of Cincinnati, through various student groups, provides for activities such as intramural sports, including volleyball, weight lifting, running, aerobic activities and other volunteer activities. These volunteer activities involve strenuous exertions of strength using various muscle groups, some involve quick movements using speed and change of direction and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and traumatic brain injury; and 3) catastrophic injuries including paralysis and death.

I understand and comprehend that the activities and programs at the University of Cincinnati carry certain inherent risks, and I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I specifically understand that as an intramural sports participant that my activities and participation are voluntary and that I knowingly assume all risks associated with such intramural athletic activities. These risks include, but are not limited to, soccer, flag football, volleyball and associated activities on September 4 to December 9, 2018 held at UC Blue Ash College ("UCBA"). These risks include both game time activities as well as any pre-game and post-game activities.

Waiver of Liability and Indemnification: In consideration of permission to participate in the intramural athletic competition and to participate in game related events, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and agree not to assert any legal or equitable claim against the State of Ohio, the University of Cincinnati, University of Cincinnati Blue Ash College, and its governing board, officers, employees, and agents ("Releasees"); I further agree to release Releasees from any and all liability for any harm, injury, damage, claims, demands of any kind, actions, causes of action, costs and expenses that I may have or that hereafter may accrue to me, arising out of any loss, damage, or injury, including death, that may be sustained by me or any loss or damage to any property belonging to me, whether caused by the negligence, misfeasance, or nonfeasance of Releasees or otherwise while engaged in any activity or program offered by UCBA Intramural Sports on September 4 to December 9, 2018.

I also agree to **INDEMNIFY AND HOLD** Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, that result from my participation in or involvement with any program or activity at or associated at UCBA on September 4, 2018 to December 9, 2018 and to reimburse Releasees for any incurred expenses.

I further agree to comply with the stated and customary terms and conditions of participation and agree that if any unusual or significant hazard is observed, my activities will be discontinued and I will immediately bring such matter to the attention of the nearest official.

Acknowledgment of Understanding: <u>I have read this Agreement, fully understand its terms, and understand that it affects my legal rights.</u> I am signing this Agreement knowingly and voluntarily and intend for it to be a complete and unconditional release of liability to the greatest extent allowed by law.

Signature:	_ Date:	_Print Name:
If under 18, this Agreement must be signed by a parent or guardian before a child or teenager can engage in any activity.		
Signature:	Date:	Print Name:
Person(s) under 18, parent or guardian is responsible for:		
Emergency Contact Information:		
Last Name		First Name
Home Phone		Work Phone
Relationship		