

ASSUMPTION OF RISK AND WAIVER OF LIABILITY, Foster Fitness Center, Student Recreation Center, Hughes Fieldhouse, and Mozingo Outdoor Education Recreation Area

In consideration for being permitted to use Northwest Missouri State University's Foster Fitness Center, Student Recreation Center, Hughes Fieldhouse, and Mozingo Outdoor Education Recreation Area (FFC, SRC, HFH, MOERA), and for the University's upkeep and maintenance of each facility, I, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate, hereby agree to forever release, discharge, and indemnify Northwest Missouri State University and its Board of Regents, the Missouri Coordinating Board for Higher Education, the State of Missouri, and their respective employees, volunteers, agents, designees, officers and agencies (collectively, "Northwest Missouri State University") as follows:

ASSUMPTION OF RISK: I acknowledge that my use of the FFC, SRC, HFH, and MOERA carries certain inherent risks that cannot be eliminated regardless of the care taken by Northwest Missouri State University. The specific risks vary but include, among other things: (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as loss of sight, joint or back pain, heart attacks and concussions; and (3) catastrophic injuries such as paralysis and death.

I acknowledge reading the previous paragraphs and understand and appreciate the risks inherent in my use of the FFC, SRC, HFH, and MOERA. I hereby assert that my use of the FFC, SRC, HFH, and MOERA is voluntary and that I knowingly assume all risks associated with my use of FFC, SRC, HFH, and MOERA.

WAIVER OF LIABILITY AND INDEMNIFICATION: *I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against Northwest Missouri State University that relate in any way to my use of the FFC, SRC, HFH, and MOERA.*

SEVERABILITY: I expressly agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and that if any portion of the Agreement is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING: I hereby acknowledge having read the entirety of this Assumption of Risk and Waiver of Liability, and state that I fully understand the terms stated herein. I acknowledge that I am signing this Assumption of Risk and Waiver of Liability freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of participant Printed name of participant Date Age (if minor)

919#:

IF YOU ARE A MINOR (under 18), PLEASE HAVE A PARENT OR GUARDIAN COMPLETE THE FOLLOWING:

Signature of parent/guardian Printed name of parent/guardian Date

Northwest SPONSOR/Affiliate (Day Pass) **Name:** _____ **919#** _____