



THE EVERGREEN STATE COLLEGE
ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT
(PLEASE READ CAREFULLY BEFORE SIGNING THIS CONTRACT)

Participant's Last Name _____ First Name _____ Initial _____
Address _____ City _____ State _____ Zip _____
Cell Phone _____ Home Phone _____ Work Phone _____
Birth Date _____ Email _____
Emergency Contact _____ Phone _____

In consideration for being permitted to use The Evergreen State College Costantino Recreation Center (CRC) facilities, CRC equipment, and/or to participate in any CRC fitness programs, Participant or, in the case of a person under the 18 years of age at the time of signing, Participant's parent or legal guardian, agrees to be bound by all of the terms and conditions set forth in this legally binding Contract.

I. DEFINITIONS - The following definitions apply to the following as used in this contract:

- A. **"Facilities"** includes the gymnasium, exercise rooms (aerobic, dance, weight, cross-fit, and other areas designated for exercise or recreational use), swimming pool, sauna, locker rooms, boxing room, indoor archery course, cross-fit circuit training area, indoor and outdoor climbing walls, sport courts (racquetball, volleyball, and basketball), the outdoor covered recreation pavilion, tennis courts, disc golf course, challenge course and playing fields.
- B. **"Equipment"** means all free weights, strength training machines, treadmills, elliptical trainers, or other exercise and fitness machines; exercise balls, bands, mats, benches, or other items used for exercise or physical fitness purposes; sport court balls (baseballs, basketballs, racquetballs, tennis, and other balls); squat racks; peg board; and gear for the climbing wall and challenge course including, but not limited to, helmets, harnesses, ropes, and other climbing hardware.
- C. **"Fitness Programs"** means all activities, instruction, programs, clubs, trips, events, services, and classes offered at CRC facilities including, but not limited to, the following: yoga, pilates, aerobics, dance, martial arts, fencing, swimming, aquafit, weight/strength training, fitness conditioning, personal training, tennis, squash, basketball, baseball, racquetball, rowing, archery, tennis, and bouldering and climbing.

II. ACKNOWLEDGMENT OF RISKS

A. I understand that use of CRC facilities, CRC equipment, and/or participation in any CRC fitness programs, involves risk of personal injury including, but not limited to, the following: bruises; abrasions; concussions; fractures and broken bones; injuries to nerves, muscles, ligaments, cartilage, tendons, and joints of the body; head, neck, back, spinal, and knee injuries; soft tissue injuries; brain injuries, including temporary or permanent brain damage; temporary and permanent paralysis; eye damage; disfigurement; and other bodily injuries including death. I acknowledge that the risk of personal injury is many and varied, and can include, but is not limited to, the following:

- 1. Drowning and near drowning resulting from the use of the swimming pool; heat exhaustion or heat stroke resulting from use of the sauna; spinal cord, brain and other personal injury resulting from diving, jumping, or falling into, or onto an area near, the pool; and the risk of other personal injury from falls due to, among other things, slippery surfaces and floors from the presence of water around the pool, locker rooms, sauna, or other areas of the CRC.
- 2. All manner of personal injury that can occur from use of the challenge course, outdoor climbing wall, and indoor climbing gym including, but not limited to, injuries resulting from: (a) falling off the climbing structure including hitting the floor, ground, wall faces, challenge elements, people, or projections whether permanently or temporarily in place; (b) activities on, or near, the climbing walls and challenge course such as, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques; (c) becoming entangled in a rope; being dropped to the ground during belaying or lowering; and distractions from or actions of climbers, belayers, bystanders, or others; (d) falling climbers or dropped items (such as ropes or other equipment), climbing hardware, wall parts, or personal effects; (e) skin contact with the climbing wall or any other surface; (f) the failure of ropes, slings, harnesses, climbing holds, climbing hardware, anchor points, or any part of the structure of the climbing wall; (g) falls, and collisions with objects, equipment, or persons; (h) mechanical failure of equipment, or the negligent design, or manufacture of the equipment, (i) the provision of, or the failure to, provide any warnings, directions, instructions, or guidance as to the use of the equipment or climbing technique; and (j) the failure of any person to properly use or operate the equipment.
- 3. Personal injury that can result from Participant's actions, inactions, or negligence while using CRC facilities, CRC equipment, and/or while participating in CRC fitness programs; or the actions, inactions, or negligence of others using, or providing instruction on the use of CRC facilities, CRC equipment, and/or in the provision of any instruction regarding any of CRC's fitness programs. I understand that under certain circumstances these risks can exist whether the Participant is observing or participating in an activity.
- 4. Personal injury resulting from defects or conditions of the CRC facilities or CRC equipment (including malfunction or breakage).
- 5. Personal injury that can result from any physical exercise or exertion and which can include, but is not limited to, the risk of personal injury resulting from fainting, dizziness, heat prostration, heart rhythm disorders, heart attack, or stroke.

B. I further acknowledge that the risks of personal injury as noted herein are not intended to be inclusive and in no way limit the extent or reach of this Contract in regards to the Assumption of Risk, Release of Liability, and Indemnification agreed to under the provisions of Paragraph III. My participation, or if Participant is a minor my child's participation, is purely voluntary and with knowledge of the risks of personal injury that can occur, both foreseeable and unforeseeable, from the use of CRC facilities, CRC equipment, and/or participation in any CRC fitness programs.

C. I declare myself, or if applicable the named minor Participant, to have the requisite skills, qualifications, physical fitness and ability to properly and safely use CRC equipment, CRC facilities, and to participate in any CRC fitness programs; and to be physically sound and suffering from no impairment that would prevent the use of CRC facilities, CRC equipment, and/or participation in any CRC fitness programs. I acknowledge that I, or if applicable the named minor Participant, have had a

physical examination and been given permission by a physician to use CRC facilities, CRC equipment, and/or participate in any CRC fitness programs, or that I have decided to participate, or to the extent applicable have decided to allow the named minor Participant to use CRC facilities, CRC equipment, and/or participate in any CRC fitness programs without a physician's approval and do so assuming all responsibility for such decision.

III. ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INDEMNIFICATION

A. ASSUMPTION OF RISKS

THE UNDERSIGNED PARTICIPANT OR, IF PARTICIPANT IS A MINOR UNDER 18 YEARS OF AGE AT THE TIME OF SIGNING OF THIS CONTRACT, PARTICIPANT'S PARENT OR LEGAL GUARDIAN FOR HIM/HERSELF AND ON BEHALF OF THAT MINOR, ACCEPTS AND FULLY ASSUMES THE RESPONSIBILITY FOR ALL POSSIBLE RISKS OF PERSONAL INJURY (INCLUDING DEATH), AND PROPERTY DAMAGE OR LOSS, THAT MAY ARISE OUT OF, OR THAT ARE IN ANY WAY RELATE TO, PARTICIPANT'S USE OF CRC FACILITIES, CRC EQUIPMENT, AND/OR PARTICIPATION IN ANY CRC FITNESS PROGRAMS.

B. RELEASE OF LIABILITY

THE UNDERSIGNED PARTICIPANT OR, IF PARTICIPANT IS A MINOR UNDER 18 YEARS OF AGE AT THE TIME OF SIGNING OF THIS CONTRACT, PARTICIPANT'S PARENT OR LEGAL GUARDIAN FOR HIM/HERSELF AND ON BEHALF OF THAT MINOR, VOLUNTARILY RELEASES, WAIVES, AND DISCHARGES THE STATE OF WASHINGTON, THE EVERGREEN STATE COLLEGE, AND ANY OF ITS OFFICERS, BOARD OF TRUSTEES, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM ANY AND ALL CAUSES OF ACTION, CLAIMS FOR LIABILITY, DEMANDS, LAWSUITS, LOSSES, DAMAGES, AND COSTS (INCLUDING ATTORNEYS FEES) OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OR LOSS, ARISING OUT OF, OR IN ANY WAY RELATED TO PARTICIPANT'S USE OF CRC FACILITIES, CRC EQUIPMENT, AND/OR PARTICIPATION IN ANY CRC FITNESS PROGRAMS.

C. INDEMNIFICATION

THE UNDERSIGNED PARTICIPANT OR, IF PARTICIPANT IS A MINOR UNDER 18 YEARS OF AGE AT THE TIME OF SIGNING OF THIS CONTRACT, PARTICIPANT'S PARENT OR LEGAL GUARDIAN FOR HIM/HERSELF AND ON BEHALF OF THAT MINOR, AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF WASHINGTON, THE EVERGREEN STATE COLLEGE, AND ANY OF ITS OFFICERS, BOARD OF TRUSTEES, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM ANY AND ALL CAUSES OF ACTION, CLAIMS FOR LIABILITY, DEMANDS, LAWSUITS, LOSSES, DAMAGES, OR COSTS (INCLUDING ATTORNEYS FEES) OF ANY KIND WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATING TO, PARTICIPANT'S USE OF CRC FACILITIES, CRC EQUIPMENT, AND/OR PARTICIPATION IN ANY CRC'S FITNESS PROGRAMS.

IV. MISCELLANEOUS

A. This Contract shall be effective and binding upon the undersigned's heirs, next of kin, executors, administrators, assigns, and representatives.

B. This Contract shall be governed by and interpreted in accordance with the laws of Washington State, and any lawsuit arising out of or relating to this contract shall be filed in Thurston County Superior Court. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but is not intended to assert any claims or defenses that are prohibited by law. In the event that any clause or provision shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Contract which shall continue to be enforceable.

C. Participant shall comply with, and be bound by all policies, procedures, and regulations of The Evergreen State College, including but not limited to those of the CRC, while using CRC facilities, CRC equipment, and/or participating in any CRC fitness programs. The College has at its sole discretion the right to terminate this Contract and refuse a Participant the use of CRC facilities, CRC equipment, or participation in any CRC fitness programs under circumstances where Participant fails to comply with such policies, procedures, and regulations, or where Participant's conduct is harassing, offensive, inappropriate or creates an unreasonable disturbance to other clients, guests, or employees.

D. A membership is valid any date the CRC is open for general use and is not valid during scheduled facility closures as posted on CRC's website or in the CRC. The College reserves the right to make changes to the dates and times open for general use of CRC facilities as it deems necessary. Specific CRC facilities may be closed at any time in the event of an emergency or to facilitate any needed maintenance or repairs.

E. No refunds are available for memberships, camps, classes, programs or trips.

F. Photos of activities, if taken by staff, are used for promotional purposes only.

G. The undersigned Participant or, if under 18 years of age at the time of the signing of the Contract, Participant's parent or legal guardian, consents to The Evergreen State College's use of Participant's photograph without compensation and for any purpose, including use of the photo by the College for marketing purposes.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THAT THIS CONTRACT PROVIDES FOR A RELEASE OF LIABILITY, A WAIVER OF MY RIGHT TO FILE A LAWSUIT, AND AN AGREEMENT TO INDEMNIFY AS EXPRESSLY PROVIDED FOR HEREIN. MY SIGNATURE BELOW SHALL SERVE AS CONFIRMATION THAT I FREELY, VOLUNTARILY, AND UNCONDITIONALLY ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THIS CONTRACT, HAVE BEEN MADE BY ANYONE REGARDING THE TERMS AND CONDITIONS GOVERNING PARTICIPANT'S USE OF CRC FACILITIES, CRC EQUIPMENT, AND/OR PARTICIPATION IN ANY OF CRC FITNESS PROGRAMS.

IF SIGNING ON BEHALF OF A PARTICIPANT UNDER THE AGE OF 18 YEARS, I ADDITIONALLY WARRANT THAT I AM THE PARENT OR LEGALLY APPOINTED GUARDIAN OF THE PARTICIPANT WHOSE NAME AND SIGNATURE APPEAR BELOW, AND HAVE EVERY RIGHT TO CONTRACT FOR THIS PERSON IN THE ABOVE REGARD.

Participant's Signature: _____

Date _____

Print Name: _____

Age: _____

(Signature of Parent/Legal Guardian if Participant is under the age of 18 years.)

Parent/Guardian Signature: _____

Date: _____

Print Name: _____

Parent/Guardian Signature: _____

Date: _____

Print Name: _____