

HUNTER

Athletics Facilities Use Recreation & Intramurals Program

Assumption Of Risk And Waiver Of Liability

I, _____, wish to use the Hunter College athletic facilities and equipment and to participate in Hunter College (the "College") athletic programs for recreational purposes (such use of facilities and equipment together with participation in such programs collectively referred to as "Recreational Athletic Activity").

I understand that physical activity including Recreational Athletic Activity, by its very nature, carries with it certain risks and hazards not found in study at the College. I am fully aware that Recereational Athletic Activity involves strenuous physical activity and that there is an inherent risk of injury to those who participate in Recreational Athletic Activity.

Recreational Athletic Activities at Hunter may include activities such as weight lifting, running, aerobic exercise classes, yoga, spinning, pilates, basketball, racquetball, tennis, volleyball, use of fitness equipment, wrestling and swimming. The specific risks vary from activity to activity, but the risks include 1) minor injuries such as scratches, bruises, contusions, and muscle strains and sprains, 2) major injuries such as broken bones, muscle injuries, torn ligaments, loss of teeth, eye injuries or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

All individuals are strongly advised to have a medical check-up before engaging in any Recreational Athletic Activity, and to follow the advice of their own physician. Partipants may suffer physical injury should they engage in Recreational Athletic Activity without, or against, medical advice.

I understand that Hunter College does not maintain any health and/or accident insurance or workers compensation plan covering any circumstance arising from my engagement in Recreational Athletic Activities. As such, I am aware that it is recommended that I have my own personal health insurance.

I have read the foregoing, and I know, understand and appreciate these and other risks that are inherent in engaging in Recreational Athletic Activitites. I further acknowledge that the above list is not inclusive of all possible risks associated with Recreational Athletic Activity and that the above list in no way limits the extent or reach of this Assumption of Risk and Waiver of Liability. I hereby assert that my participation is voluntary and that I voluntarily and knowingly accept and assume all risks whether or not foreseeable and whether or not caused by the negligent or intentional acts or omissions of others. I hereby affirm that I am in good health and have no health-related issues that render medically inadvisable or otherwise limits my ability to engage in Recreational Athletic Activities.

Knowing these risks and hazards, and in consideration of being permitted to participate in Recreational Athletic Activity, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in Recreational Athetic Activity. I understand that, although the College has made every reasonable effort to assure my safety while participating in Recreational Athletic Activity, there are unavoidable risks, and I hereby release and promise not to sue the City of New York, the State of New York, the College, the University, and the officers, employees or agents of any and all of them ("Released Parties") for any damages or injury (including death) to me or others, or to any property belonging to me or others, caused by, deriving from, or associated with my participation in Recreational Athletic Activity, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, employees, or agents of any of them. It is my express intent that this Release bind my heirs, assigns, and personal representatives.

I hereby agree that this Release be construed in accordance with the laws of the State of New York.

Check one: I am 18 years old or older.
 I am less than 18 years old. (Page three must be completed and signed by a parent or guardian.)

I agree that this Release, including any parental consent, will be binding to the fullest extent permitted by law. If any provision of this Release, including any parental consent, is held to be invalid, that provision will be limited only to the minimum extent necessary to comply with applicable law, and the validity of the remaining provisions will not be in any way affected.

In signing this Release, I acknowledge and represent that I have read it in its entirety, understand it and voluntarily sign it as my own free act and deed; that no oral representations, statements, or inducements not contained in the Release have been made to me by any of the Released Parties; and that I execute this Release fully intending to be bound by same. I UNDERSTAND THAT I AM RELEASING AND WAIVING CERTAIN RIGHTS AND ASSUMING THE RISKS OF INJURY, DEATH OR OTHER DAMAGES FROM participating in Recreational Athletic Activities.

Signature of Participant

Print Name of Participant

Date

[Complete this page if Applicant is under the age of 18.]

I, _____:
Print Full Name of Parent or Guardian

- (a) am the parent or legal guardian of the Applicant;
- (b) have read the foregoing Assumption of Risk and Waiver of Liability Agreement;
- (c) am and will be legally responsible for the obligations and acts of the Applicant as described in this agreement; and
- (d) agree, for myself and for the Applicant, to be bound by its terms.

Emergency Phone Number

Signature of Parent or Guardian