

LIBERTY

LAHAYE RECREATION & FITNESS CENTER

Participation Agreement & Assumption of Risks

****Please consult a physician prior to any form of physical activity****

Before I may participate in any exercise and/or fitness related event/activity (“Activity”) within or sponsored by **LaHaye Recreation and Fitness Center** (“LaHaye”), I understand that I must read, acknowledge, and agree to the following:

General Terms.

I hereby agree to abide by all LaHaye Recreation and Fitness Center policies and procedures and The Liberty Way. I am aware that I have access to the policies and procedures upon request. I agree to notify LaHaye Recreation and Fitness Center staff of any potential health changes or concerns. I understand that falsifying any information on this form will result in a loss of membership privileges without refund. I understand that refunds will not be issued for closure dates due to University closures, holidays, facility maintenance, etc., which will occur throughout the year. I further understand that membership fees will not be refunded in the event of employee resignation or termination from the University.

LUO*/Grad students must be currently enrolled in classes and be financially check-in throughout the duration of their membership.

Early Bird members have access from open – 3:00 pm Monday – Friday, all day Saturday and Sunday, and all hours during University breaks. Early Bird Plus members have access during all operational hours.

Refunds.

I understand that membership purchases are not refundable, even if I separate from the University for any reason. Therefore, I should only purchase the length of membership that I am certain to use. Questions can be directed to lahayerec@liberty.edu.

Assumption of Risks.

I AM AWARE THAT ACTIVITIES AT LAHAYE, WHETHER OR NOT REQUIRING THE USE OF EXERCISE EQUIPMENT, CAN BE DANGEROUS. I AM AWARE THAT PLAYING OR PARTICIPATING IN ANY ACTIVITY AT LAHAYE HAS CERTAIN INHERENT RISKS WHICH MAY AFFECT ME, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE OR LOSS, TEMPORARY OR PERMANENT BODILY INJURY, SICKNESS, DISEASE, AND EVEN DEATH. Specific risks that may be involved in the Activity include, but are not limited to: unwanted contact with other players or participants and their equipment, equipment failure, fast-moving equipment (including things like balls), contact with the playing surface and surrounding elements, slipping, tripping, falling, and my individual susceptibility to harm or injury (whether known or unknown to me). The results of these and other inherent risks may include, but are not limited to: serious neck and spinal injuries which may result in

complete or partial paralysis and/or brain damage; serious injury of the musculoskeletal system, serious injury or impairment to other aspects of my body, general health, and well-being, and even death. I understand that the dangers and risk of playing or participating in the Activity may result in not only serious injury, but also in serious impairment to my future abilities to earn a living, engage in other business, social and recreational activities, and generally to enjoy life. I am voluntarily playing or participating in the Activity with full knowledge, understanding, and appreciation of the risks involved, and hereby agree to assume any and all risks associated with the Activity.

Medical Fitness.

With full knowledge of the risks, I represent that I am in sufficiently fit and in good health to play or participate in the Activity and that I do not have a medical condition, physical or mental, that could interfere with my ability to play or participate in the Activity or that could be worsened by playing or participating in the Activity or that could endanger my health or safety or the health or safety of other participants. I am aware that an examination by a physician should be obtained prior to commencing a fitness and/or exercise program or initiating a substantial change in the amount of regular physical activity performed. Should I choose not to be examined by a physician, I hereby agree that I am doing so solely at my own risk and expense.

Medical Treatment Authorization.

If I require emergency medical treatment as a result of accident or illness arising during the Activity, I consent to and authorize Liberty and its employees to seek medical attention or care on my behalf and/or to transport or cause me to be transported to a medical facility or hospital. I acknowledge that Liberty has no obligation to seek or provide such medical care to me and that I (or my parent/legal guardian) am responsible for all charges related to such transportation and medical care.

Governing Law; Forum Selection.

This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any controversy, dispute or claim arising out of or relating to this agreement must be brought in a court located in Lynchburg, Virginia. Each party submits to the jurisdiction of such courts.

BY SIGNING BELOW, I AGREE I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. I AGREE TO ALL OF THE TERMS ABOVE, AND HEREBY ASSUME THE RISKS ASSOCIATED WITH MY PARTICIPATING IN ACTIVITIES AT LAHAYE RECREATION AND FITNESS CENTER.

Date of Birth (dd/mm/yyyy)

I.D. # (student or staff only)

Participant Name (**print**)

Participants under 18 must also have legal guardian sign

Participant Signature

Date: (mm/dd/yyyy)