WALLA WALLA UNIVERSITY
LIABILITY WAIVER, ASSUMPTION OF RISK, AND RELEASE AGREEMENT
FITNESS FACTORY—SITTNER HALL

BE SURE TO PRINT YOUR NAME BELOW, AND READ AND INITIAL EACH SECTION.

I, __________________________, wish to participate in the __FITNESS FACTORY—SITTNER HALL__ (Activity) offered by Walla Walla University (University). The term University as used in this agreement shall include Walla Walla University along with its officers, directors, agents, employees, successors, and assigns. As a precondition to participating in the Activity, I have read the following Liability Waiver, Assumption of Risk, and Release Agreement (Agreement) and agree to its terms.

1. Express Assumption of Risk. I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of the Agreement. I have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity. Also, I understand and agree that situations may arise during the Activity which may be beyond the control of the leaders or participants. The risks include, by way of example and not limitation, accidents that may happen while traveling to the Activity locations. I VOLUNTARILY ASSUME ALL RISKS of loss, property damage, or personal injury including death, associated with participation in the Activity, unless caused by the gross negligence or willful misconduct of the University, its officers, trustees, agents, employees, or volunteers.

I have read and understand the above. (Initial here) __________

2. Liability Release. In consideration for the University allowing me to participate in the Activity, I RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE THE UNIVERSITY FROM ANY LIABILITIES, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, COSTS, AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH THAT MAY BE SUSTAINED BY ME OR PROPERTY BELONGING TO ME, and arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the University. I hereby waive all claims which I have now or may hereafter have against the University in any connection with my participation in the Activity.

I have read and understand the above. (Initial here) __________

3. Indemnification. I agree to indemnify and hold harmless the University from and against any loss, liability, damage, or costs, including court costs and attorneys’ fees, that the University may incur arising from my involvement in the Activity.

I have read and understand the above. (Initial here) __________

4. Warranty of Physical Fitness. I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the above-named activity. With these demands in mind, I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in this Activity, or would interfere with my ability to participate in this Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the University has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the University is relying on my warranty of my physical condition.

I have read and understand the above. (Initial here) __________

5. Emergency Medical Treatment. I grant the University permission to authorize emergency medical treatment, and agree that such action by the University shall be subject to the terms of this Agreement. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is further my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claims from my participation in the Activity shall be construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provision. The courts in Walla Walla County shall be the forum for any lawsuit arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any terms to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected thereby.

It is further my express intent, in the event of any controversy or claim arising out of or relating to this agreement, that the first attempt to resolve the dispute shall be by mediation. If settlement is not reached within sixty days after service of a written demand for mediation, I understand that at that time I may proceed to address any unresolved controversy or claim through the court system. Unless otherwise agreed, the parties agree that the mediator shall be licensed to practice law in the State of Washington and will be mutually chosen by the parties. I further agree that the mediation shall take place in Walla Walla, Washington, unless otherwise mutually agreed. I understand that this agreement to mediate does not stay or otherwise halt the running of the applicable statute of limitations.

I have read and understand the above. (Initial here) __________

I have carefully read both sides of this Agreement form and fully understand its contents. I agree to be bound by its terms. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, and a contract between myself and the University, and for the benefit of others described herein, I sign it of my own free will.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BOTH SIDES BEFORE SIGNING.

PLEASE INITIAL WHERE INDICATED ON THIS PAGE, AND SIGN ON THE REVERSE SIDE OF THIS DOCUMENT.
ACTIVITY DETAIL FORM

Name of Activity/Class: ____________________________ FITNESS FACTORY—SITTNER HALL ____________________________

Date(s) of Activity/Class: __________________________________________________________

Location of Activity/Class  ____ WWU Campus  Other: ________________________________

Description of Activity/Class:

Fitness Factory

By participating in the above activity/class you may be exposed to several inherent risks, including but not limited to those listed below:

- Asphyxiation
- Breathing difficulties
- Broken bones
- Cardiac arrest
- Death
- Dehydration
- Eye injuries
- Fainting, dizziness, or lightheadedness
- Head, neck, or back injuries
- Increased heart rate
- Injuries from other participants, objects, equipment, or vehicles
- Internal injuries
- Joint dislocations, sprains, stiffness, or soreness
- Muscle strains, stiffness, soreness, or cramps
- Pain or discomfort
- Puncture wounds
- Skin cuts, abrasions, or contusions
- Heat exhaustion

We request that you conduct your participation with the safety of yourself and others in mind.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BOTH SIDES BEFORE SIGNING.

_____________________________  ________________________
Name of Participant (printed)  Signature

_________________________  ________________  __________________________
Date  Age  Signature of Guardian if 17 years old or younger