Release of Liability, Waiver, Indemnification, and Consent to Medical Attention

In exchange for my being allowed to participate in the Club Sports Activity (the "Activity") sponsored by the Department of Recreation, of Butler University ("Butler"), and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Activity is voluntary.

2. Identification of Risks. I understand that while participating in a physical fitness activity, try out, practice, or other such function related to or associated with the Activity, I may sustain an injury to any part of my body. I also understand that participation in such activities carries with it risks, some of which are significant. I understand that my participation in the Activity may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability, paralysis, brain injury, illness, disease, and death. I recognize that other serious risks include heat and over-exertion injuries (such as heat stroke, cardiac arrest, and respiratory arrest), broken bones, and joint dislocations. I understand that Butler and its trustees, officers, students, employees, agents, volunteers, successors, or assigns (collectively, Butler's "Representatives") may not be present at all times of my participation in the Activity. I understand that some of the premises, facilities, and equipment used in conducting the activities of the Activity may not be owned, maintained, or controlled by Butler, but rather by the premises owners (the "Premises Owners"). There may be other risks not known and not reasonably foreseeable at this time. I understand that this Release of Liability and Waiver is intended to address all of the risks of any kind associated with my participation in the Activity, including, particularly, such risks created by actions, inactions, or negligence on the part of Butler or its Representatives, including, but not limited to, risks created by the following: (a) my physical limitations and/or discomfort; (b) the physical limitations and/or discomfort of others; (c) my lack of knowledge, or the lack of knowledge of others, about the proper or safest techniques for participating in this Activity; (d) travel to and from the site of the Activity; (e) use and/or condition of equipment or premises on which the Activity occurs; (f) lack or inadequacy of policies, rules, or regulations with respect to use of equipment or premises on which the Activity occurs; (g) the failure of Butler or its Representatives to foresee or protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (h) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; or (i) the lack or inadequacy of supervision by Butler or its Representatives.

3. Attestation of Fitness and Assumption of Risk. I attest that I am sufficiently physically fit to participate in this Activity. I do not have any medical record or history that could be aggravated by my participation in this Activity. Moreover, I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Activity. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Activity.

4. Release and Waiver. I release Butler and its Representatives from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Activity, whether or not caused in whole or in part by the negligence or other misconduct of Butler or any of its Representatives (a "Claim").

5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Butler and its Representatives, and the Premises Owners, from any Claim or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with a Claim.

6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Butler, the Activity, and their respective trustees, officers, employees, agents, students, volunteers, successors, and assigns.

7. Consent to Medical Treatment. I authorize Butler and its Representatives, and the Premises Owners, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Activity. This consent does not impose a duty upon Butler or its Representatives, or upon the Premises Owners, to provide such assistance, transportation, or services.

8. Severability. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

9. Applicable Law. Because Butler is located in Indiana, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of Indiana.

10. Travel. In consideration of my being allowed to participate in the Activity I expressly and knowingly release the Organization and Butler University and their respective leaders, sponsors, members, volunteers, trustees, directors, officers, agents, employees, successors, and assigns (collectively, the "Released Parties") from any and all liability for, and waive any and all claims for, any injury (including death), loss, or damage in any way connected with my participation in the Activity, even if caused in whole or in part by the negligence or other misconduct of the Released Parties (a "Claim"). Accordingly, I assume all risks of any injury (including death), loss, or damage in any way connected with my participation in the Activity. In addition, I understand and agree that the Organization cannot be expected to control all possible risks, but may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be my responsibility. Neither the Organization nor the University carries medical or accident insurance for the activities. Therefore, I understand that I am relying only on my personal insurance coverages, funds and resources.
I voluntarily and knowingly agree to indemnify and to hold harmless the Released Parties from (in other words, to reimburse them and to be responsible for) any Claim, or any expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf), in any way connected with a Claim, even if such Claim or expense is caused in whole or in part by the negligence or other misconduct of the Released Parties. I have read this agreement and, in exchange for my participating in the Activity, do willingly signify my agreement to the above-stated terms by signing below. I further represent that I am eighteen (18) years of age or older and am otherwise competent to execute this agreement. I also understand that the information on this form may be shared with the Organization and Butler University Administration.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Printed Name  Signature  Date

If the person participating in the Activity is not yet 18 years old, both parents or the legal guardian(s) must sign:

In exchange for my/our child or ward being allowed to participate in Butler's Activity identified above, and as the parent(s) or legal guardian(s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent.

Printed Name (Parent or Legal Guardian)  Signature  Date

Printed Name (Parent or Legal Guardian)  Signature  Date