In consideration of Butler University ("University") allowing me access to and use of its Health and Recreation Center, including, but not limited to, its fitness, swimming and shower/locker facilities and all of the facilities and equipment contained therein (collectively referred to hereinafter as the "HRC"), I, the undersigned, for myself and my heirs, next of kin, assigns, and personal representatives, do hereby agree to the following conditions:

I understand and acknowledge that access to and/or use of the HRC is potentially hazardous and involves risks, inherent and otherwise, that cannot be eliminated and which may cause injury, illness, paralysis or death to myself, other persons, and/or damage to property. I understand that negligence of the University and other risks associated with my access to and/or use of the HRC may cause injury, illness, paralysis, or death to myself, other persons, and/or damage to or loss of property. Some of the risks associated with my access to and/or use of the HRC include, but are not limited to, equipment failure, known or unknown medical conditions, improper use of equipment, acts of others, and latent or patent defects or dangerous conditions in the HRC. I accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to my access to and/or use of the HRC, and acknowledge that I am voluntarily entering and using the HRC even with knowledge of these risks.

Acknowledging that such risks exists, I hereby RELEASE AND DISCHARGE the University, its affiliates, and their respective officers, representatives, managers, members, directors, owners, agents, contractors, employees, and each of them and/or anyone associated in any way with my access to or use of the HRC (the "University Group"), from any and all claims, damages, losses, actions, suits, proceedings, expenses, attorney fees, costs, and liability that I, anyone on my behalf, my heirs, next of kin, assigns or personal representatives might have for or relating to any injury to my person or property suffered or claimed to have been suffered by me which arises out of or is related in any manner to my access to or use of the HRC, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the University Group.

I further agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND the University Group in any action or proceeding from and against all alleged liability, claims, causes of action, damages, losses, suits, proceedings, expenses, attorney fees and costs arising out of or related in any manner to my access to or use of the HRC, or for my failure to comply with the terms of this Release of Liability and Agreement to Indemnify. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the University Group.

This document is governed by the laws of the State of Indiana, and any cause of action relating to the interpretation or enforcement of this document is subject to the exclusive jurisdiction of a court in Marion County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

I have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I understand that by signing this document I am waiving certain legal rights, including the right to sue the University Group. I sign this document freely and willingly.

READ! YOUR LEGAL RIGHTS ARE AFFECTED!

________________________________________________            ______________________
Participant Signature                        Date

______________________________________________
Print Participant Name and Age

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