

Lyndon State College

SHAPE CENTER

Waiver and Release, Assumption of Risk and Indemnification Agreement

I, _____ [print full name], of _____ [street address],
_____ [phone], _____ [e-mail],
being _____ years of age (having been born on ___/___/___), acknowledge and agree as follows:

- 1. WAIVER AND RELEASE** – In consideration for permission to use the property, facilities, staff, equipment and services of the SHAPE Center, I, for myself, my heirs, executors, administrators, legal representatives and assigns, do **hereby release, waive, discharge and covenant not to sue** Lyndon State College and all of its current and former officers, trustees, directors, employees, and agents (“Releasees”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any kind (including attorneys’ fees), resulting in personal injury, accidents or illness (including death), and damages or loss to personal property which may occur or result, directly or indirectly, from my participation in activities, classes, observation, and use of facilities, premises, or equipment. **This waiver and release extends to injury, damage or death caused by the negligence of the Releasees and/or third parties.**
- 2. ASSUMPTION OF RISK** - The use of Lyndon State College’s property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The SHAPE Center has facilities for and provides activities such as physical exercise, health and wellness activities, social events, community outreach, clinics, classes, camps, and conferences. Some of these activities may lead to illness, physical injury, and psychological stress and damage. The risks may result from the activity itself, from the acts of others, from the use of the equipment or facilities, or the organization of or unavailability of emergency medical care. The specific risks vary from one activity to another but include (a) minor injuries, such as scratches, bruises, sprains and embarrassment, (b) major injuries, such as joint or back injuries, heart attacks, head injuries, and psychological trauma, and (c) catastrophic injuries, including paralysis and death. I acknowledge that it is my responsibility to seek approval from my physician before implementing an exercise regimen as there may be significant health risks associated with exercising. **I hereby acknowledge that my use of the SHAPE Center is voluntary. I further acknowledge that I knowingly assume all such risks, both known and unknown, and assume full responsibility for my participation in any activities at and my use of the SHAPE Center.**
- 3. INDEMNIFICATION AND HOLD HARMLESS** – Furthermore, I agree to defend, indemnify and hold Lyndon State College and all of its current and former officers, trustees, directors, employees, and agents harmless from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fees, resulting directly or indirectly from my use of the property, facilities, staff, equipment, and/or services of the SHAPE Center and to reimburse any such expenses incurred.
- 4. MY OWN CONDUCT** – I agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same. Further, I agree to pay for any damages or losses sustained by Lyndon State College or third parties resulting directly or indirectly from my use of the SHAPE Center.
- 5. ACKNOWLEDGEMENT OF RULES AND REGULATIONS** – I hereby acknowledge that I have read and understood the rules and regulations relating to my use of the property, facilities, staff, equipment and services of the SHAPE Center and agree to comply with all policies, procedures, rules and regulations of Lyndon State College. I understand and acknowledge that Lyndon State College has the right to revoke or terminate my privileges to use the SHAPE Center if I violate any policy, procedure, rule or regulation relating to my use of the SHAPE Center.
- 6. PREREQUISITE SKILLS** – I hereby certify that I have the requisite skills, qualifications, physical ability, and training to use correctly and safely the equipment and facilities of the SHAPE Center and to participate safely in SHAPE Center programs and activities. I understand and agree that if I have any questions about the necessary skills, qualifications, physical ability, or training, I shall direct such questions to the appropriate Staff Member on site.

7. **INSURANCE** – I understand that it is my responsibility to secure personal health insurance and that I am solely responsible for any medical, health or personal injury costs relating to my use of the SHAPE Center.
8. **CONSENT FOR MEDICAL TREATMENT** – I understand and agree that Releasees do not have medical personnel available at the SHAPE Center. In the event of a medical emergency where I am unable to consent to treatment, I hereby consent to any medical treatment that SHAPE Center staff deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, SHAPE Center staff may direct that I be transported to hospital for such care.
9. **PROMOTIONAL RIGHTS** – As a condition of my use of the property, facilities, staff, equipment and services of the SHAPE Center, I hereby grant Lyndon State College the right to use, for promotional purposes only, any photographs taken of me by Lyndon State College, its employees or agents, during my use of the SHAPE Center.
10. **SEVERABILITY** – I expressly agree that, by signing below, I intend this agreement to be as broad and inclusive as is permitted by the law of the State of Vermont and that, if any provision of this agreement is held to be invalid or unenforceable and if such provision cannot be modified to be enforceable, the remainder of this agreement shall continue in full legal force and effect.
11. **JURISDICTION** – I agree that this agreement shall be governed in all respects by the laws of the State of Vermont and that the venue for any legal dispute shall be Caledonia County, Vermont.
12. **ACKNOWLEDGMENT OF UNDERSTANDING** – I have read this waiver of liability, assumption of risk and indemnity agreement and fully understand its terms. I acknowledge that I may seek legal counsel of my own choosing to explain fully the terms of this agreement to me before I sign it. I understand that, by signing below, I am giving up substantial rights, including my right to sue Releasees for injuries, damages or loss I may incur. I acknowledge that I am signing the agreement freely and voluntarily and that I intend my signature to be a complete and unconditional release of liability to the fullest extent allowed by law.

THIS CONTAINS A RELEASE OF LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.

Agreed to on this _____ day of _____, 201__.

Signature

REQUIRED FOR LEGAL GUARDIANS OF MINORS: I verify that I am the parent or legal guardian of the above-named minor and have the authority to enter into this Waiver and Release, Assumption of Risk and Indemnification Agreement on behalf of the above-named minor. I hereby acknowledge that I have read and understand the agreement and agree to be bound by its terms and conditions with regard to the above-named minor's use of the SHAPE Center.

Signature of Parent/Legal Guardian on Behalf of Minor

PRINTED NAME: _____

SIGNATURE: _____ Date: _____

Relationship to Minor: _____ PHONE: _____