

# **LIBERTY**

## **LAHAYE RECREATION & FITNESS CENTER**

### **Participation Agreement & Assumption of Risks**

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**\*\*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)

## **CLIMBING WALL ASSUMPTION OF RISK AGREEMENT**

I, \_\_\_\_\_, being 14 years of age or older, desire to use the climbing wall owned and operated by Liberty University. In consideration of my being allowed to participate in the activity of climbing on the climbing wall ("the Activity") at Liberty University's LaHaye Recreation and Fitness Center (the "Center"), I understand that I am assuming all risks and dangers associated with the Activity, including, but not limited to, those risks and dangers specifically identified in the following provision:

### **General and Specific Risks**

The Activity, which has the direct purpose of engaging in climbing activities on a climbing wall, has inherent risks and dangers. I voluntarily acknowledge that, by participating in the Activity, ***I am exposing myself to the risk of property damage, temporary or permanent (potentially serious) bodily injury, and even death.*** Specific risks and dangers that may be involved in the Activity include, but are not limited to: falling off or from the climbing wall and hitting the floor, wall faces, people, or any other equipment used in climbing, whether permanently or temporarily in place; rope abrasion and/or entanglement; injuries resulting from falling climbers, dropped items, or broken holds; failure of ropes, knots, belays, slings, harnesses, climbing holds, anchor points, helmets, or other equipment or part of the climbing wall; unwanted or accidental physical contact with other individuals or their equipment; protective and safety equipment failure (e.g., helmet, harness, etc.); slipping, tripping, falling, and my own individual susceptibility to harm or injury (whether the susceptibility is known or unknown to me); etc. I understand that the risks and dangers of participation in the Activity could also include, but are not limited to, serious neck or spinal cord injuries, which may result in complete or partial paralysis and/or brain damage; serious bodily injury to virtually all bones, joints, ligaments, muscles, tendons, and other parts of my muscular-skeletal system; serious injury or impairment to other parts of my body, my general health, and my well-being; and even death. Moreover, the risks and dangers of participation in the Activity may result in impairment of my future ability to earn a living; to engage in business, social, and recreational activities; and to generally enjoy life. With full knowledge of the risks and dangers of participating in the Activity, I represent myself to be in sufficiently good health to participate in the Activity and free from any medical condition, physical or mental, that could potentially interfere with my ability to safely participate in the Activity, or that could be worsened by participating in the Activity, or that could endanger my health or safety or the health or safety of others at the Center. I further assert that I have valid and current insurance to cover any injury or damage that I may cause or suffer while participating in the Activity, ***or*** I (or my parent / legal guardian) agree(s) to personally bear the costs of such injury or damage.

### **Medical Treatment**

I authorize Liberty University and/or its staff to seek medical attention or care on my behalf or to transport or cause me to be transported to a medical facility or hospital. I agree that Liberty University has no obligation to seek or provide such medical care to me. In the event Liberty University seeks transportation and/or medical care on my behalf, I agree to pay all charges related to such transportation and/or medical care. I further agree to indemnify and hold harmless Liberty University from all such charges.

### **Personal Equipment**

In the event I bring any equipment or personal property into the Center, I agree to assume all risks associated with the use of such equipment or personal property. I agree Liberty University is not responsible for any loss or theft of, or damage to, any equipment or personal property I bring into the Center.

### **Behavior at Climbing Wall**

I agree to read and abide by all posted signs at the Center, including posted signs at the climbing wall, and to comply with all instructions from LaHaye Recreation and Fitness Center staff. I agree to not engage in any negligent or reckless behavior, as determined by LaHaye Recreation and Fitness Center staff, while in the Center or at the climbing

wall. Persons under the influence of drugs or alcohol are not permitted in the Center. I agree my failure to comply with this paragraph may result in my immediate removal from the Center without refund.

**Duration and Binding Effect of Promises**

I agree the representations, acknowledgements, and agreements that I make in this agreement are binding upon me, as well as upon my assignees, subrogers, distributees, family members, heirs, next-of-kin, executors, personal representatives, administrators and successors of every kind, forever, which includes any time I enter into the Center or participate in the Activity at the Center in the future.

**Governing Law; Forum Selection**

This agreement will be governed by Virginia law. Any claim or action arising out of this agreement must be brought in a court located in Lynchburg, Virginia.

**PARTICIPANT CONSENT (required of all eligible participants, regardless of age)**

BY SIGNING BELOW, I AGREE I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT, I AGREE TO ALL THE TERMS ABOVE, AND I HEREBY VOLUNTARILY AND WILLFULLY ASSUME ALL OF THE RISKS AND DANGERS ASSOCIATED WITH THE ACTIVITY.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**PARENT/GUARDIAN CONSENT (required if the participant is less than 18 years of age)**

As the parent and/or legal guardian of the minor participant identified above, I agree I have carefully read and understand this agreement, I agree to all terms above and adopt all of the representations, acknowledgements, and agreements made by the minor participant, both personally and on behalf of the minor participant, and I hereby assume the risk that the minor participant may be injured or even killed while participating in the Activity and consent to the minor participant's participation in the Activity.

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Parent/Legal Guardian (Print): \_\_\_\_\_