



Waiver of Liability, Assumption of Risk, & Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in **Chapman University Fitness Centers and Fitness Programs**, hereinafter called "The Activity", I, as Participant, for myself, my heirs, personal representative or assigns, do hereby **release, waiver, discharge, and covenant not to sue** Chapman University, its Trustees, officers, employees, and agents from liability **from any and all claims including the negligence of Chapman University, its Trustees, officers, employees and agents**, resulting in personal injury, accident, or illness, including death and property loss arising from, but not limited to, participation in The Activity.

The Activity, as described in this Waiver Form, encompasses a wide variety of Chapman University sponsored activities, programs, facilities, equipment and events, on and off campus. Activities/Programs include: physical exercise, sports, including Panther Sports League, weight and strength training, twisting, stretching and flexing, group exercise (including but not limited to spin, cycle, yoga, barre, Pilates, kickboxing, high intensity interval training, and Zumba), climbing, team sports (including but not limited to basketball, kickball, flag football, volleyball, and soccer), hikes, water sports, snow sports, and other recreational activities and use of equipment.

Facilities include but are not limited to the Julianne Argyros Fitness Center ("Fitness Center"), Doti-Struppa Rock Wall ("Rock Wall"), Argyros Forum Student Union ("Student Union"), Chapman Grand Fitness Center and Climbing Wall ("Chapman Grand"), Henley Hall Fitness Center ("Henley Hall"), and Panther Village Fitness Center ("Panther Village"), including swimming facilities, and outside facilities that support Chapman University programs, (collectively, the "Facilities") and use of Facilities' equipment. I understand that additional approvals, and training may be required for certain events, including but not limited to Rock Wall use.

By signing this waiver, with an accompanying parent/guardian signature, as may be required due to age of the user, and valid for one academic year, the User is authorized to enroll in or otherwise participate in the Activity, subject to all other University policies, rules and regulations that might apply to any specific facility/activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks range from (1) minor injuries such as scratches, bruises and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, drowning, heart attacks, and concussions, (3) exposure to pathogens, (4) mechanical equipment, tools and other machines have the potential to pose hazards to users including pinch points, wrap points, shear points, wrap points, crush points, pull-in points, entanglement, friction, abrasion, cutting, severing, stabbing, puncturing, impact, crushing, trapping, etc. (5) catastrophic, life-altering injuries including paralysis, to (6) death. There may be other risks not specifically described herein.

I know, understand, and acknowledge these and other risks that are inherent in The Activity. I understand that organized travel may or may not be available to and from the event and I accept the risks inherent in any such arrangements and/or the risk associated with personal travel, including the use of my own vehicle. I know, understand, and acknowledge these and other risks that are inherent in The Activity. I hereby accept that participation is strictly voluntary, and that by signing this document I knowingly assume all such risks.

Rules Associated with The Activity: I agree to follow any and all rules, regulations, or other protocol, policy or procedure promulgated for The Activity whether developed by Chapman University or other entity or individual associated with The Activity.

Representations Concerning Health: With full knowledge of the risks, participant represents to be in good health and does not have any condition which will interfere with one's ability to participate in The Activity or endanger his or her health in connection with The Activity. Participant has valid and current insurance to cover any injury or damage Participant may cause or suffer while participating in The Activity or otherwise agrees to personally bear the costs of such injury or damage. Participant authorizes but does not obligate Chapman University to provide emergency medical treatment in the event of an accident or illness that occurs while participating in The Activity and agrees to hold harmless and indemnify Chapman University for any and all actions taken by the University to provide necessary emergency medical care that results from The Activity.

Indemnification and Hold Harmless: I agree to INDEMNIFY and HOLD Chapman University and its Trustees, officers, employees and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result in my involvement in The Activity, including transportation, and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily and **intend by my signature to be a complete and unconditional release of all liability** as relates to The Activity to the greatest extent allowed by law.