

WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

Waiver: In consideration for being permitted to utilize the Arkansas Tech University Tech Fit facility, and the equipment contained therein, I, the undersigned participant, and, if under 18 years of age, my parent or guardian intending to be legally bound, do hereby for ourselves and our heirs, personal representatives, executors, administrators and assigns, **forever waive, release, discharge and covenant not to sue** Arkansas Tech University, its Board of Trustees, officers, administrators, faculty, staff, students, employees or agents **from liability for any and all claims and damages** that are the result of personal injury, accidents, illness (including death), or property loss that we or any of us may have, or that may hereafter accrue to us or any of us, arising out of or in connection with participants use of the Tech Fit facility or the equipment contained therein.

Risks: While it is impossible to foresee all possible dangers, some of the specific hazards which might be encountered while utilizing Arkansas Tech University's Tech Fit facility and the equipment therein would include: falls, scratches, bumps, bruises, cuts, sprains, fractures, strains, internal injuries, broken bones, eye injury, joint injuries, back injuries, heart attacks, stroke, seizure, concussions, and other life-threatening injuries, including paralysis and death.

Assumption of Risks: I have read the previous paragraphs and I understand the words and language in them. I have been advised of the potential dangers incidental to participating in Tech Fit. With all such risks being known by me, I hereby voluntarily assume the risk of engaging in the use of Arkansas Tech University Tech Fit facility and the equipment contained therein, and further, accept full and complete responsibility for any injury, or accident, which may occur during my use of the Arkansas Tech University Tech Fit facility and the equipment contained therein.

Indemnification and Hold Harmless: I also agree to indemnify and hold Arkansas Tech University harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of my participation in Tech Fit, and to reimburse it for any such expenses incurred.

The participant further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arkansas 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 risks and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I understand and agree that if I am signing this waiver of liability, assumption of risks and indemnity agreement on behalf of a minor child, I am giving up substantial rights for said minor child, 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** to the greatest extent allowed by law.

I attest and verify that I am sufficiently physically fit to participate in the use of Arkansas Tech University's Tech Fit facility and the equipment contained therein.

Participant's Printed Name

Participant's Signature

Signature of Parent/Guardian of Minor

Date

Participant Age (if Minor) _____