

## CONSENT, ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT FOR MINORS

***This form is required for children, age 14 to 17, who wish to participate in activities in EWU Recreation Facilities. Minors cannot participate in activities at EWU Recreation Facilities without the minor and his/her parent/guardian signing this form.***

### PARTICIPANT'S RESPONSIBILITIES

I want to participate in activities at EWU Recreation Facilities. By signing this document, I understand and agree to the following:

- I understand the care and security of my personal belongings are my responsibility.
- I understand I may not use alcohol, tobacco, marijuana, or illegal drugs while on campus.
- I understand if I choose not to follow activity rules or regulations, I can be removed from participation in activities at EWU Recreation Facilities by Recreation Facility Staff or their agents and returned immediately to my parents or guardians care.
- I understand that I will make decisions about my own safety and what activities I choose to participate. I am responsible for the consequences of those decisions.

By my signature below, I affirm that I have read the above indicating what is expected of me as a voluntary participant in activities at EWU Recreation Facilities.

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Participant's Signature, Date

### PARTICIPANTS'S ACKNOWLEDGMENT AND ASSUMPTION OF RISK

EWU Recreation Facilities provide facilities and programs for recreation and exercise. Because of the nature of the programs and equipment there are inherent risks of injury.

For and in consideration for the opportunity to participate in activities within EWU Recreation Facilities, which are not part of an academic program or required for the fulfillment of my obligations towards obtaining a degree, I voluntarily agree to the following terms and conditions:

1. I acknowledge that my participation is voluntary and is not required for completion of any academic program and no credit is awarded for participating in activities at EWU Recreation Facilities. If I am an employee of Eastern Washington University (EWU), I also acknowledge that participating in such activities at EWU Recreation Facilities is outside the course of my employment, is not part of my job responsibilities, and does not benefit EWU.
2. I understand and acknowledge that participating in activities at EWU Recreation Facilities includes some inherent and dangerous risks that could result in harm, loss, damage, personal injuries, illnesses, or death. Risks include, but are not limited to, falling, slipping, muscle or skeletal injuries, collisions, respiratory issues, strains, sprains, fractures, dislocations, heart attack, stroke, heat stress, drowning, or even death. I voluntarily choose to participate in such activities with full knowledge that the activities may be hazardous. **I voluntarily assume full responsibility for any risks of injury, loss, or property damage.**
4. I further assume full responsibility for all such damages caused to others by my conduct. In consideration of EWU permitting me to participate in activities within EWU Recreation Facilities, I **agree to indemnify, defend, hold harmless, discharge and release Eastern Washington University, their agents, employees and officers ("EWU") from any and all liability**, claims, causes of action or demands of any kind and nature whatsoever, including attorney's fees incurred by EWU, that may arise from or be related to my use of facilities. This release shall be binding not only for me, but upon my heirs, administrators, executors, successors, parents, and assignees regarding EWU's Recreation Facilities and associated programs. I further acknowledge and accept the rules and procedures concerning the use of the equipment and facilities of EWU Recreation Facilities.
5. I agree to notify supervisory EWU Recreation Facilities' employee(s)/staff member(s) of any existing medical condition or medication that could affect my ability to fully participate in activities. In the event that any medical attention is needed and I am unable to provide consent on my own behalf, I consent to emergency medical treatment and grant EWU and its agents full authority to take whatever actions they may consider to be warranted under the circumstances concerning my health and safety. This includes, but is not limited to, the authority and permission to arrange/provide transportation, approval for a hospital, medical treatment facility, and/or health care provider to provide medical exams, testing, medical treatment, and any medical procedures immediately necessary and advisable in the interest of my health and well-being, all at my expense.
6. I understand that neither EWU, nor its employees/agents, serve as guardians or insurers of my safety. EWU does not provide any special insurance for my protection, and it is my responsibility to obtain any appropriate insurance. I agree that any and all expenses arising from an accident or injury to myself or my property, including but not limited to, emergency transport; emergency medical services; medical treatment; and damage or loss to property are my responsibilities. I have obtained and agree to use my personal medical insurance as primary medical coverage if an accident or injury occurs.

**By my signature below, I affirm that have read, understood, and voluntarily accept the terms of this agreement.**

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Participant's Signature, Date

## PARENT/GUARDIAN CONSENT, ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT

1. I give permission for my child to participate in activities at EWU Recreation Facilities. I understand my child is responsible for following the rules of the EWU Recreation Facilities. In the event my child does not follow the rules or becomes sick or injured while participating in activities at EWU Recreation Facilities, I agree to immediately pick up my child from EWU Recreation Facilities, regardless of the time.
2. I understand and acknowledge that Individuals aged 14-17 must be accompanied by an adult when using EWU Recreation Facilities. Children under the age of 14 are not allowed to use the facility unless associated with a University Recreation Facilities' sponsored activity
3. I understand and acknowledge that participating in activities at EWU Recreation Facilities includes some inherent and dangerous risks that could result in harm, loss, damage, personal injuries, illnesses, or death. Risks include, but are not limited to, falling, slipping, muscle or skeletal injuries, collisions, respiratory issues, strains, sprains, fractures, dislocations, heart attack, stroke, heat stress, drowning, or even death. I voluntarily choose to allow my child to participate in such activities with full knowledge that the activities may be hazardous. **I voluntarily assume full responsibility for any risks of injury, loss, or property damage.**
4. I further assume full responsibility for all such damages caused to others by my child. In consideration of EWU permitting my child to participate in activities within EWU Recreation Facilities, I **agree to indemnify, defend, hold harmless, discharge and release Eastern Washington University, their agents, employees and officers ("EWU") from any and all liability**, claims, causes of action or demands of any kind and nature whatsoever, including attorney's fees incurred by EWU, that may arise from or be related to my child's use of facilities. This release shall be binding not only for me, but upon my heirs, administrators, executors, successors, and assignees regarding EWU's Recreation Facilities and associated programs. I further acknowledge and accept the rules and procedures concerning the use of the equipment and facilities of EWU Recreation Facilities.
5. Prior to participating in activities at EWU Recreation Facilities, users are encouraged to consult with a medical professional to confirm fitness for participation in activities at EWU Recreation Facilities. I certify that my child is in good health and has no physical, medical, mental or emotional impairments, conditions or concerns that might jeopardize or affect his/her safety, or the safety of others, related to his/her participation in activities at EWU Recreation Facilities. If my child has a prescription for medications or is taking over the counter medications, I understand that I should confirm with my child's medical provider whether the medications will impact his/her participation in activities at EWU Recreation Facilities. I understand that my child should not participate in activities at EWU Recreation Facilities while under the influence of any medication that may impact his/her ability to safely participate.
6. I understand that neither EWU, nor its employees/agents, serve as guardians or insurers of my child's safety. EWU does not provide any special insurance for my child's protection, and it is my responsibility to obtain any appropriate insurance. I agree that any and all expenses arising from an accident or injury to my child or my child's property, including but not limited to, emergency transport; emergency medical services; medical treatment; and damage or loss to property are my responsibility. I assert I have obtained and agree to use my personal medical insurance as primary medical coverage if an accident of injury occurs.
7. In the event any medical attention is needed, I consent on my child's behalf to emergency medical treatment and grant EWU and its agents full authority to take whatever actions they may consider to be warranted under the circumstances concerning my child's health and safety. This includes, but is not limited to, the authority and permission to arrange/provide transportation, approval for a hospital, medical treatment facility, and/or health care provider to provide medical exams, testing, medical treatment, and any medical procedures immediately necessary and advisable in the interest of my child's health and well-being, all at my child's/my expense.
8. This agreement shall serve as a release and discharge of EWU for any and all liability arising out of or related to this event on behalf of Participant, Participant's parents/guardians, heirs, assigns, or other successors in interest.
9. I grant full permission for EWU to use any photographs, recordings, or any other record of my activities at EWU Recreation Facilities for any purpose.

***By my signature below, I certify I am the legal parent or guardian of the named child, am over the age of 18 and legally competent to sign this form. I certify that I have completely read this document, understand its provisions, and voluntarily accept its terms which constitute legally binding consent, assumption of risk, waiver of claims, and indemnity for participating in activities at EWU Recreation Facilities.***

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Child's Name (Please Print)

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Child's Date of Birth

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Parent/Guardian's Name (Please Print)

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Parent/Guardian's Signature / Date

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Phone Number