

# Recreation Center Acknowledgement of Risk and Release Agreement

*(This contains a release, please read carefully)*

Participation in activities held at the Recreation Center and use of the Recreation Center facilities is a voluntary activity. By making these facilities available to students, employees and other members of the community, Young Harris College (the “College”) affirms that, to the best of its judgment, the activities available are an appropriate option for students, employees and other members of the community, but makes no assurances, express or implied, about the manner in which the activities are conducted or how the facilities are used by individuals. Because recreational and athletic activities carry potential hazards which are beyond the control of the College and its agents or employees, all individuals using the Recreational Center must agree to accept and assume the risks of personal injury and damage to personal property.

Young Harris College, its officers, directors, employees, volunteers, members, and representatives (hereafter referred to as “the College”) are not responsible for any injury, loss, or damage sustained by any person while participating in any programs, services and/or activities made available through its facilities, equipment, grounds, or personnel for such programs, services and/or activities .

In consideration of the use of the property, facilities and/or services of the College, its Recreation Center, and the Department of Campus Recreation, I agree to the following:

**PREREQUISITE SKILLS AND TRAINING** I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in programs and activities developed by the Recreation Center. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in such programs and activities, that I will direct such questions to the appropriate Recreation staff member on site.

Initials \_\_\_\_\_ Date \_\_\_\_\_

**RISK FACTORS** I understand and acknowledge that participation in activities, and services offered by the Recreation Center involves inherent risks, hazards, and dangers including, but not limited to, property damage, bodily injury, permanent disability, paralysis, and possibly death. Participation in Campus Recreation programs (Informal, Intramural, Instructional, Group Fitness, Physical Sports, Weight and Cardiovascular Training, Climbing and any other programs, services, and/or activities sponsored by the College), involves risks that may result from the use of the equipment or facilities, from the activity itself, travel to and from activity, from the acts of others, or from the unavailability of emergency medical care.

**ASSUMPTION OF THE RISK** I voluntarily assume all risks described in the previous section that may arise out of or result from the use of equipment or facilities, and/or the services of the Recreation Center. Furthermore, I certify that I am covered by an accidental and health insurance policy that will be in effect at any time while participating in any College Campus Recreation programs.

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Initials \_\_\_\_\_ Date \_\_\_\_\_

**WAIVER** I waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing any unknown future claims.

**RELEASE** I release and waive any and all claims, causes of action, suits, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss against the College and arising from or relating to my use of the Recreation Center of the College. I agree to pay for any and all damages to any property or indemnities caused by me negligently, willfully or otherwise.

**ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES** I acknowledge reading and knowing all policies and procedures related to the activities, facilities, and/or equipment and understand that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. I agree to comply with and abide by all rules and regulations of the College. The College staff reserves the rights to temporarily or permanently revoke or terminate my membership privileges for any violations of the rules and regulations of the College or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of the Recreation Center.

Initials \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT FOR EMERGENCY TREATMENT** I hereby consent to medical treatment in a medical emergency where I am unable to consent to such treatment. It is also recommended by the College that I have a medical physical examination prior to any and all participation in Campus Recreation programs.

**JURISDICTION** This Acknowledgement of Risk and Release Agreement shall be governed in all respects by the law of the State of Georgia. The parties agree to use the State of Georgia for Jurisdiction and the County of Towns as Venue for any disputes between the parties.

**SEVERABILITY** If any term, clause, or provision of this Acknowledgement of Risk and Release Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then it is the express intention of the parties that the remainder of this Agreement shall not be affected and each term, clause or provision of this Acknowledgement of Risk and Release Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

## Recreation Center Acknowledgement of Risk and Release Agreement

**WARNING: BY SIGNING THIS FORM, YOU GIVE UP IMPORTANT LEGAL RIGHTS!  
INCLUDING THE RIGHT TO SUE  
PLEASE READ CAREFULLY!**

**ACKNOWLEDGMENT** I have read and fully understand this agreement and realize it relates to surrendering and releasing valuable legal right and does so freely and voluntarily.

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Consent and Release on Behalf of Minor** I am the parent or the legal guardian of the above named minor. I have read and understand the agreement and realize it relates to surrendering valuable legal rights of the minor and me. I agree to be bound by all the terms of the agreement. I also give my consent to the participation in the activity of the minor.

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor)