

WAIVER AND RELEASE OF LIABILITY AGREEMENT

Participant Name: _____ **Participant DOB:** _____

Email Address: _____ **University ID#:** _____

I acknowledge and understand that in using the facilities, programs and equipment at University of Delaware (the "University") recreation facilities, including but not limited to the Carpenter Sports Building, the Independence Fitness Center, Harrington Fitness Center and all outdoor recreational venues (collectively, the "Facility"), I do so voluntarily and entirely at my own risk and assume the risk of any injury or damage while engaging in any physical exercise, activity or use of the Facility or on the premises. This assumption of the risk includes, without limitation, my use of any exercise equipment, locker room, sidewalk, parking lot, stairs, lobby, hallways or any equipment in the Facility. I further agree to assume the risk of participating in any activity, class, program, instruction or any event at the Facility. I agree to abide by all University rules and policies regarding the use of the Facility as they may be amended from time to time.

By executing this agreement, I hereby WAIVE, RELEASE AND FOREVER DISCHARGE the University and its past, present and future trustees, employees, agents and representatives in their personal and professional capacities from all claims, demands, injuries, damages, actions or causes of action, and from all acts of active or passive negligence on the part of the University, its trustees, employees, agents and representatives of any nature whatsoever, including attorneys' fees and costs arising out of or in connection with the aforementioned activities. I agree that the foregoing waiver and release of liability is intended to be as broad and inclusive as permitted by the law of the State of Delaware and that if any portion is deemed to be invalid, it is expressly agreed that the remaining terms shall remain in full force and effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK. I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP THE RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST THE UNIVERSITY FOR ITS NEGLIGENCE AND/OR FOR ANY DEFECTIVE PRODUCT THAT MAY BE IN OR ON THE PREMISES OF THE FACILITY. BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ AND VOLUNTARILY SIGNED THIS AGREEMENT AND THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS FOREGOING AGREEMENT HAVE BEEN MADE.

By signing below, I certify that I am 18 years of age and **I agree to expressly assume and accept any and all risks of injury or death.**

Signature of Participant

Date

If Participant is under 18 years of age:

I am the parent or legal guardian of the above Participant. I have read and understand the foregoing Waiver and Release of Liability Agreement. I agree, for myself and for the Participant, to be bound by its terms.

Signature of Parent/Guardian

Print Name

Date