



# Facility Waiver

## Release and Waiver of Liability and Covenant Not to Sue

(READ CAREFULLY BEFORE SIGNING) In consideration of my participation privileges through the use of University Recreation (UREC) facilities, services and/or programs, I hereby accept all risk to my health and of my injury or death that may result from such participation, and I hereby release The University of Texas Rio Grande Valley (UTRGV), its Board of Regents, officers, employees and representatives from any liability to me, my personal representatives, estate, heirs, next of kin, and assign for any and all claims and cause of action for loss or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my use of UREC facilities, services and/or programs, whether caused by negligence of UTRGV, its Board of Regents, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless UTRGV, its Board of Regents, officers, employees, and representatives from liability for injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while using the UREC facilities, services and/or programs.

## Assumption of Risk

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with participating in activities hosted/held by UREC facilities, services, and/or programs. Activities include, but are not limited to, basketball, racquetball, beach and indoor volleyball, rockwall, badminton, dodgeball, handball, flag football, indoor and outdoor soccer, softball, kickball, table tennis and tennis. Activities will take place in the following areas, but not limited to, the climbing wall, weight cardio floors, main gym, multiple activity complex (MAC), aerobic studios, racquetball courts, conference room, lobby, outdoor patio and courts (beach volleyball, outdoor basketball, tennis, softball, football and soccer fields), and other UREC sites. Specifically, I understand activities such as this could result in physical injuries such as, but not limited to abrasions, bumps, bruises, cuts, fractures, strains, sprains, nausea, dizziness, headaches, loss of consciousness, stroke and cardiac arrest. I fully understand these injuries could be severe and even result in loss of life. I understand these injuries may require immediate medical assistance and that UREC does not have trained medical personnel on site and does not provide insurance or reimbursement for any medical expenses incurred. Nevertheless, I choose to proceed even in the absence of a competent medical assistance. Despite the potential hazards and dangers associated with the activities held by UREC, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from the activities which could result in personal injury, loss of life and property damage to me.

By signing below, I certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read the same, of my own free will.

Also, I acknowledge that photographs and video tapes may be taken during activities within our programs and facilities. By participating in our programs or entering our facilities, you allow that reproductions of these photographic materials may be used in promotional activities initiated by the UREC and UTRGV.

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Print Name (Participant)

Signature or Parent/ Guardian Signature

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