

**West Virginia University**  
***Participant Statement of Responsibility, and Waiver & Release***

Participant Name: \_\_\_\_\_ Participant Date of Birth: \_\_\_\_\_

Event Name: \_\_\_\_\_

**Risks and Responsibilities**

Although the WVU Campus Recreation Center has taken precautions to provide proper organization, supervision, instruction and equipment, it is impossible for the WVU Campus Recreation Center to guarantee absolute safety. Participant (and parent/guardian if participant is under 18 years of age) (collectively “participant”) understand that by participating in the program, the participant may face risks associated with **Bubble Soccer/Zorbing, Pool, Human Foosball, Human Bowling, or the WVU Climbing Wall** in general, including the risks listed below for each activity. Participant understands that WVU does not select, employ, supervise or otherwise exercise authority or control over all the coaches, mentors, and other participants in the program. Participant, if 18 years of age or older, acknowledges and agrees that he or she is primarily responsible for his or her safety. The parent/guardian of a participant under 18 years of age acknowledges and agrees that the parent/guardian is primarily responsible for the participant’s safety and that the parent/guardian will monitor or take necessary measures to monitor, as appropriate considering the age of the participant and other factors, the participant’s participation in the program. Please consider these risks and responsibilities carefully before deciding to continue with the program.

**WVU Climbing Wall Risks** (may include but are not limited to):

1. Falling off the WVU Climbing Wall and impacting against rock faces and projections, whether permanently or temporarily in place, or the WVU Student Recreation Center floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the WVU Climbing Wall such as climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques.
3. Injuries resulting from falling climbers or dropped items.
4. Cuts and abrasions resulting from skin contact with the WVU Climbing Wall.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the WVU Climbing Wall structure.

**Bubble Soccer/Zorbing Risks** (may include but are not limited to):

1. Participating in physical contact sports such as bubble soccer or zorbing is a hazardous activity.
2. Activity may result in injuries such as concussions, broken bones, sprains, other forms of physical injury and possibly death.
3. Other risks include, cuts and abrasions resulting from skin contact with equipment.

**Pool Risks** (may include but are not limited to):

1. Like at all pools swimming at the Student Recreation Center could result in drowning and possibly death.
2. The pool deck is slippery and falls on the deck may result in injuries such as broken bones, sprains, and concussions.

**Human Foosball/ Human Bowling** (may include but are not limited to):

1. Injury due to tools and equipment that are misused, defective, or otherwise unusually dangerous.
2. Illness, including communicable disease.
3. The actions, even if negligent, grossly negligent, intentional, or reckless of WVU, its employees, or students and other participants.

### **Termination**

Participant understands that failure to follow and abide by the program or WVU policies and procedures, applicable laws and regulations, or any other behavior deemed unsuitable for purposes of the program, shall constitute grounds for terminating participation in the program.

### **Health Insurance, Medical Authorization and Emergency Information**

Participant accepts full responsibility for participant's health, safety and property during the program. Participant is in good physical condition and does not suffer from any medical issue that could be exacerbated by participation. Participant represents that he or she is or will be covered throughout the program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses, including those the participant sustains or experiences in the program's locality. Participant agrees to report to WVU at the time of execution and delivery of this form any physical or mental condition which may require special medical attention or accommodation during the program.

Additionally, participant consents to any medical treatment that may be required during the program or as a consequence of participation in it. Participant accepts full responsibility for the costs of any medical care received during the program or as a consequence of participation in it.

The following person should be contacted in case of emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

### **General Release, Waiver of Rights, and Agreement Not to Sue**

Participant understands that WVU reserves the right to make changes to the program at any time and for any reason, with or without notice, and WVU shall not be liable for any loss or additional expense to participant by reason of any such cancellation or change.

In consideration for the opportunity to participate in the program and to the extent allowable by law, participant agrees to **WAIVE** any claim the participant may have at any time based on participation in the program and **RELEASE, DISCHARGE**, and **AGREE NOT TO SUE** for myself and my heirs, executors, administrators, and assigns, West Virginia University and its Board of Governors, employees, agents, and volunteers, from all claims, demands, and causes of action for personal injury or any other damage which may arise out of or be in any way related to my participation in this program, including any claim based on actual or alleged negligence, gross negligence, intentional, or reckless behavior.

### **Photo, Video, Audio and Other Recording**

Participant understands that he or she may be recorded on film, audio, video or other media during the program. Participant waives any claim based on any such recording, broadcast, or other use of his or her image, speech, or personality and authorizes WVU to use participant's image, speech, and personality for any purpose related to the program.

### **Minor Child**

I understand that no minor child (a person under the age of 18 as of the date of the program) may participate in the program without the permission of a parent or guardian. If I am signing this form for a minor child, I understand that all the releases, authorizations, and statements made in this document apply to me and my child, and I consent to my child's full participation in the program.

**Severability**

Participant understands that every provision of this form is severable. If any term or provision is held to be illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of the form.

**Participant understands and acknowledges that participation in the program is wholly voluntary and that he or she is freely and voluntarily signing this document. Participant agrees that he or she has read this form carefully, in its entirety, and understands it fully.**

Participant Name \_\_\_\_\_  
(please print)

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent / Guardian Name \_\_\_\_\_  
(please print) **If participant is under 18 years of age**

Parent / Guardian Signature \_\_\_\_\_