

**DePaul University Campus Recreation
Assumption of Risk, Waiver, and Release from Liability**

In consideration of the use of the property, facilities and/or services of the Ray Meyer Fitness and Recreation Center, including any travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by the Department of Campus Recreation at DePaul University and participation in Campus Recreation programs (Intramural, Informal, Instructional, Group Fitness, Club Sports, Weight and Cardiovascular Training, Swimming, Outdoor Adventure, and any other programs and services sponsored by the Department of Campus Recreation and/or non-sponsored activities occurring in the building) involves risk including, but not limited to the following: risk of property damage, bodily injury, including but not limited to permanent disability, paralysis and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
2. **ASSUMPTION OF THE RISK.** The undersigned voluntarily assumes all the risks that may arise out of or result from the use of the equipment or facilities, and/or the services of the Ray Meyer Fitness and Recreation Center, including those risks described in Section 1 above. Exception being any injuries caused by the gross negligence or willful or wanton misconduct of any officials, trustees, directors, officers, employees, agents, affiliates, or volunteers of DePaul University or CENTERS, L.L.C.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all rules and regulations of the Ray Meyer Fitness and Recreation Center and of DePaul University. The Campus Recreation staff reserves the right to revoke or terminate the undersigned's privileges for any violations of the rules and regulations of the Ray Meyer Fitness and Recreation Center and of DePaul University or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of the Ray Meyer Fitness and Recreation Center.
4. **PREREQUISITE SKILLS.** The undersigned rental participant acknowledges that he or she has the requisite skills, qualifications, physical and mental ability necessary to properly and safely use the equipment, facilities, and to participate in the designated rental group activity.
5. **WAIVER.** The undersigned rental participant waives 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 the undersigned is releasing unknown future claims.
6. **INDEMNIFY AND DEFEND.** To the fullest extent permitted by law, the undersigned hereby releases, waives, indemnifies and holds DePaul University, Department of Campus Recreation, CENTERS, L.L.C., and all of their officers, trustees, directors, employees, affiliates, volunteers, and agents, past or present, (hereinafter jointly referred to as "indemnitee") harmless from any and all claims, actions, causes of action, suits, liability, losses, demands, damages, expenses, fees, and costs (including but not limited to reasonable fees and costs for attorneys, witnesses, professionals, alternative dispute resolution and courts) for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's use of the property, facilities, and/or services of the Ray Meyer Fitness and Recreation Center.
7. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
8. **CONSENT FOR EMERGENCY TREATMENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
9. **INSURANCE.** The undersigned understands the Department of Campus Recreation does not carry participant insurance and that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities and/or services of the Ray Meyer Fitness and Recreation Center. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
10. **JURISDICTION.** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Illinois. The parties agree to use the State of Illinois for Jurisdiction & the County of Cook as Venue for any disputes between the parties.
11. **PAY.** The undersigned agrees to pay for any & all damages to any property or indemnitee caused by the undersigned negligently, willfully or otherwise.
12. **SEVERABILITY.** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability 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 and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.