



## ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY AGREEMENT

In consideration of being permitted to use the Campus Recreation Center ("Center"), I hereby forever release and covenant not-to-sue Roger Williams University or Roger Williams University School of Law (collectively "University"), its trustees, directors, employees, instructors, volunteers, agents, and all others who are involved, from any and all present and future claims resulting from negligence or otherwise on the part of the University or others listed above for property damage, personal injury, or wrongful death, arising as a result of my use of the Center or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims both present and future, resulting from negligence or otherwise, that may be made by me, my family, estate, heirs, or assigns, and I relinquish on behalf of myself, spouse, children, heirs, and assigns the right to recover for injury or death.

I am aware that my activities in the Center, including but not limited to my use of the fitness center, field house, basketball courts, volleyball courts, jogging/walking track, gymnasium, aquatics center, and swimming pool, may be vigorous and may involve severe cardiovascular stress. I understand that my activities in the Center may involve certain risks, including but not limited to death. In addition, I understand that my use of the Center involves activities incidental thereto, including but not limited to the possible reckless conduct of other members. All stresses and hazards associated with this activity cannot be foreseen. I will voluntarily use the Center with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death. I further certify that I am in good health and in proper physical condition to use the Center.

I have a personal responsibility to follow any safety or other rules and procedures established by the University and that are associated normally with use of the Center, and I understand that failure to act in accordance with such rules and procedures may result in me being barred from further use of the Center. I further agree to indemnify and hold harmless the University and others listed above for any and all claims arising as a result of my use of the Center or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that the University may cancel my membership to use the Center at any time in its sole discretion. In the event of such a cancellation, my sole remedy shall be a pro-rata refund of my membership dues. I understand that this membership is for my use only, and I agree not to allow others to use my membership. I understand that I will not be allowed access to the Center unless I present a valid membership card to the attendant.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Rhode Island.

If I am at least 18 years of age, I affirm that I am signing this Agreement solely and freely. For persons under the age of 18, the parent or guardian who signs below also commits to the participant conditions of this Agreement. I affirm that all information contained in the Membership Application on the reverse side of this page is true and complete to the best of my knowledge. I have read this Acknowledgment of Risk and Waiver of Liability Agreement and fully understand that by signing it, I am giving up legal rights and/or remedies, which may be available to me for the negligence or other acts or omissions of the University or any of the parties listed above. I understand that this Agreement is a binding legal document.

### **CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

Applicant Signature: \_\_\_\_\_

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

Spouse/Domestic Partner Signature: \_\_\_\_\_  
(If applicable)

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

Dependent Child Signature: \_\_\_\_\_  
(If 18 or older)

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

Dependent Child Signature: \_\_\_\_\_  
(If 18 or older)

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

Dependent Child Signature: \_\_\_\_\_  
(If 18 or older)

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