By this Waiver, I hereby assume any and all risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with my use of Rawhouser fitness center and Boreham aerobics room or my participation in any activities and events provided by or made available to me by University of the Ozarks, Clarksville, Arkansas. I understand that my use of such facilities or my participation in such activities are inherently risky and may result in my injury or death or damage to my personal property or both.

It is recommended that you have a spotter when using free weights, and lift weights only when other participants are observing and aware of the surroundings. If you feel dizzy or light-headed, stop activity.

I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress. My electronic signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am eighteen (18) years of age or older and mentally competent on the date of the execution of this waiver.

Release and Indemnification Agreement

I (student, faculty, staff, alumni, community member) hereby acknowledge that I am voluntarily participating in a recreational and/or sport activity (hereinafter ACTIVITIES) at University of the Ozarks (hereinafter OZARKS), am in good physical condition, and am sufficiently trained to participate in the activities.

In consideration of OZARKS making the activity available and/or making any equipment, facilities available, I, for myself, my spouse, legal representatives, heirs, next of kin, and assigns hereby forever releases, waives, and covenants not to sue OZARKS, its officers, Board of Trustee members, officers, agents, and employees from
any and all liability to me, my spouse, legal representatives, heirs and assigns for any and all loss, claims, damages, lawsuits, demands, or causes of action whatsoever that I may have or that may hereafter accrue, as the direct or indirect results of my participation in the activities.

I acknowledge that these activities are each potentially hazardous. I understand that while participating in these activities, I will be exposed to above-normal risks of injury and that although OZARKS has taken precautions to provide safety equipment for each activity, it is impossible for OZARKS to guarantee absolute safety. I understand that I bear the responsibility for safety while participating in any recreational activity and voluntarily assume full responsibility for the risk of bodily injury, death, medical expenses, loss of income, or property damage while participating in the activities, whether it is due to the active or passive negligence or otherwise of OZARKS. I acknowledge that I have a personal responsibility to follow established rules of safety, obey all laws, fully utilize the safety equipment provide for these activities, and to follow the instructions and commands of OZARKS employees or officials during participation in any of the activities. I acknowledge that I have been fully advised of the potential hazards that may be incurred while participating in the activities, and while it is impossible to foresee all dangers, some of the hazards that might occur include cuts, sprains, bruises, fractures, intentional injury, disfigurement (permanent or otherwise), blindness, paralysis, suffocation, broken bones, and other serious or even life threatening injuries.

With all of these facts known, I voluntarily agree to release OZARKS, its officers, Board of Trustee members, officers, agents, and employees from any and all liability to me, my spouse, legal representatives, heirs and assigns for any and all loss, claims, damages, lawsuits, demands, or causes of action whatsoever that participant may have or that may hereafter accrue, as the direct or indirect results of my participation in recreational activities.

It is expressly understood by me that I am solely responsible for all costs arising out of any bodily or property damage sustained through my participation in the activities. I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Arkansas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Further, nothing in this document shall be deemed to waive the sovereign immunity of the State of Arkansas, University of the Ozarks, its Board of Trustees, officers, employees, staff, or agents.

I also give permission to OZARKS for free use of my name and/or pictures in broadcasts, telecasts, publications, and newspapers.

THIS DOCUMENT RELEASES UNIVERSITY OF THE OARKS FROM ANY LIABILITY RESULTING FROM MY PARTICIPATION IN ANY RECREATIONAL ACTIVITIES.
Emergency Contact Information

Name and cell phone number: ____________________________________________
______________________________________________________________________

Medical Insurance and Waiver/Legal Liability Release:

Medical Insurance Company: _____________________________________________
______________________________________________________________________

Policy #: ______________________________________________________________

Company Telephone Number: ____________________________________________

Name of Insured: _________________________________________________________

If you have any special medical needs or drug allergies, please list those below.
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

OZARKS Athletic Insurance will not cover injuries sustained in the Rawhouser Weight and Fitness Center or Boreham Aerobics Room
I agree to the terms of this waiver and release from liability

________________________________________  
Signature                                      Printed Name

______________________________  
Date