



UNIVERSITY OF THE
OZARKS

INTRAMURAL/ACTIVITY WAIVER
AND RELEASE FROM LIABILITY

I hereby agree to the following:

1. That I am participating in intramural sports offered by University of the Ozarks and I recognize that intramural is a play at your own risk activity. This could lead to physical injury, and I am fully aware of the risks and hazards involved.
2. I understand that it is my responsibility to consult a physician prior to my participation in intramurals. I represent and warrant that I am physically fit and I have no medical condition which would prevent my full participation in this particular intramural sport.
3. In consideration of being permitted to participate in intramural, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the different intramural sports offered by University of the Ozarks.
4. In further consideration of being permitted to participate in these sports, I knowingly, voluntarily and expressly waive any claim I may have against intramural program or University of the Ozarks' staff for injury or damages that I may sustain as a result of participating in these sports.
5. I, my heirs or legal representatives forever release, waive, discharge, and covenant not to sue intramural program for any injury or death caused by their negligence or other acts.
6. I agree to follow all rules and demonstrate good sportsmanship.

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 while participating in any intramural, recreational, or club sport activity.

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.

THIS DOCUMENT RELEASES UNIVERSITY OF THE OZARKS FROM ANY LIABILITY RESULTING FROM MY PARTICIPATION IN ANY INTRAMUURAL, RECREATIONAL, OR CLUB SPORT ACTIVITIES.

I agree to the terms of this waiver and release from liability

Signature

Printed Name

Date