Aurora University Intramural Program
Assumption of Risk, Release and Indemnification Agreement
January – May 2015

I, ________________________________, desire to participate in Aurora University’s Intramural Program and one or more intramural activities (hereinafter the “Intramural Program”) which may include flag football, bags, volleyball, 5 on 5 basketball, dodge ball, indoor soccer, kickball, doubles badminton, blooper ball and Olympics featuring various relays and/or running activities.

I am executing this agreement on behalf of myself, individually, and on behalf of my family members, heirs, estate, executors, personal representative, administrators and assigns.

I understand that the use of the term “Aurora University” in this agreement includes its trustees, faculty, employees, agents, volunteers, affiliates, assigns and successors.

I understand this agreement covers the entirety of my participation in the Intramural Program listed above during any portion of the spring semester beginning January 5, 2015.

Fitness and Prerequisite Skills
I know I should not participate in the Intramural Program unless I am medically able to participate and by my signature below, I attest that I am medically fit to participate. I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Intramural Program. I agree that if I have any questions as to what skills, qualifications, or training are necessary to properly participate in the Intramural Program, then I shall direct such questions to the appropriate individuals.

Consent for Emergency Treatment
I consent to medical treatment for emergencies that occur during or are related to my participation in the Intramural Program where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Release and Indemnification Agreement apply to any treatment that might be provided to me under this Section.

Insurance and Payment of Medical Expenses
I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Intramural Program. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Intramural Program.

Assumption of Risk
I understand and acknowledge that the use of equipment and facilities provided by Aurora University and participation in the Intramural Program activities listed above may involve the risk of serious bodily injury, including but not limited to cardiovascular stress, head or brain injuries, damage to bones, joints, muscles, eyes, internal organs and the spinal cord or column. Injuries may be caused by my own actions or inactions or those of other participations, falls, physical contact or collisions with objects or other participants, being struck by a ball, or other conditions in which I am participating. I also understand that some activities may not be supervised by university staff. I understand that the risk of such injuries cannot always be reduced or prevented despite the best efforts or due care by Aurora University’s intramural activity leaders. I further understand that any injuries I suffer during participation in the Intramural Program could lead to permanent physical or mental impairment, cognitive deficits, paralysis or even death. I hereby assert that my participation in the Intramural Program is voluntary, and that I knowingly assume all risk of injury.

Acknowledgement of Policies and Procedures
I acknowledge that I have read, understand, and agree to all of the policies and procedures relating to my participation in the Intramural Program. I understand that the safe and proper use of all facilities, equipment or participation in an activity is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies of the Intramural Program and of the Aurora University student handbook. I understand that Aurora University reserves the right to revoke or terminate my participation in the Intramural Program for any violations of these rules, regulations, or policies.
Release and General Liability Waiver
I hereby release, waive, discharge and covenant not to sue Aurora University, including its trustees, faculty, employees, agents, volunteers and representatives (in their official and individual capacities), of and from any and all claims, suits, actions, or causes of action (collectively, “Claims”) arising out of or related to my participation in the Intramural Program at Aurora University, including but not limited to Claims for wrongful death, personal injury, property damage, loss or theft of property and contribution under a joint tortfeasor theory.

Indemnification and Hold Harmless
I agree to indemnify and hold Aurora University harmless from any and all claims, actions, suits, procedures, cost, expenses, damages and liabilities, including attorney’ fees, brought as a result of my involvement in the Intramural Program at Aurora University, and to reimburse Aurora University for any such expenses incurred.

Severability
I understand that this agreement is intended to be as broad and inclusive as permitted by law, including the law of the State of Illinois. In the event any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding
I have fully and carefully read this agreement and understand its terms. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE AND/OR SEEK RECOVERY FROM AURORA UNIVERSITY FOR INJURIES AND CLAIMS RELATED TO MY PARTICIPATION IN THE INTRAMURAL PROGRAM.

I have signed this agreement freely and voluntarily, and acknowledge that my signature constitutes a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature:_________________________ Date:_____________________

Printed Name: ______________________________

Consent and Release on Behalf of Minor by Parent/Legal Guardian
I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Release and Indemnification Agreement. I also give my consent on behalf of the minor to the participation in the activity.

Signature:_________________________ Date:_____________________

Printed Name: ______________________________

Emergency Contact Information
FULL PRINTED NAME: ___________________________ RELATIONSHIP ___________________________
ADDRESS: _____________________________________________
CITY: ___________________________ STATE: _____ ZIP CODE: _________________________
PHONE: ___________________________ Circle one: Home Cell Work
ALTERNATE PHONE: ___________________________ Circle one: Home Cell Work