



CENTRAL WASHINGTON UNIVERSITY

Department of Athletics - Intercollegiate Sports Program

ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

I hereby acknowledge that I have voluntarily chosen to participate in the Intercollegiate Sports Program (hereinafter called "program") through Central Washington University's Department of Athletics.

I understand the risks involved in the program. I recognize that the program and its activities involve risk of injury and I agree to accept any and all risks associated with it, including but not limited to, death; serious neck and spinal injuries that may result in complete or partial paralysis; brain damage; serious injury to virtually all internal organs; serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system; and serious injury or impairment to other aspects of the body, general health, and well-being. I understand the danger and risk of participating in the program may not only result in serious injury, but in serious impairment of future abilities to earn a living; to engage in other business, social, and recreational activities; and generally to enjoy life. Furthermore, I recognize that participation in the program involves activities and risk of injury incidental thereto, including but not limited to, the correct or incorrect performance of playing techniques in tryouts, practices, warm-ups, games, drills, exercises, scrimmages, plays, matches, and other similar undertakings; physical contact with other participants, bystanders, the playing surface, training equipment, goalposts, and other objects in and around the field; training room procedures; the use of training equipment; the administration of first aid; the failure to follow game, training, safety or other team rules; the use of playing techniques taught and/or teaching methods employed by Central Washington University coaches and staff members, even if those techniques are taught and employed correctly; or the use of transportation provided or arranged by Central Washington University to and from practices, games and other related activities. I have voluntarily chosen to participate in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

I understand that protective equipment, no matter how well designed and maintained, cannot guarantee the prevention of bodily injury or death, as acknowledged in the above paragraph. I also recognize that no helmet, brace, padding or other protective equipment can absolutely prevent possible head, neck or other potentially serious injuries that are while playing or practicing intercollegiate sports. I understand the risk of injury from using poorly fitting, worn or defective protective equipment, or from the use or misuse of protective equipment to deliberately injure an opponent player.

In consideration of my participation in the program and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless Central Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my participation in the program. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless Central Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns.

I hereby expressly agree to indemnify, defend, and hold harmless Central Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns for any claim arising out of or incident to my participation in the program unless claim is caused by the sole negligence or willful misconduct of Central Washington University.

I further understand that this acknowledgement of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I agree that this acknowledgment of risk and hold harmless is effective for as long as I participate in the program.

I have read and understand this acknowledgement of risk and hold harmless.

Participant Signature Name of Participant (please print) Date

Parent or Guardian Signature (If participant is under age 18) Name of Parent or Guardian (please print) Date