

Assumption of Risk, Waiver, AND RELEASE OF LIABILITY AGREEMENT

Read this document completely and carefully before signing. Its effect is to release the University of Portland (the “University”) and its representatives from any liability resulting from your participation in the activities described below, and to waive all claims for damages or losses against the University and its representatives that may arise from such activities. It also confirms your responsibility to comply with the University’s policies and procedures as well as local and state regulations.

I, desire to use the facilities and services of the University’s **Beauchamp Recreation & Wellness Center** (the “Facility”), including the use of equipment, the participation in organized activities or classes, and the use of Facility spaces and amenities (the “Activity”).

In consideration for my use the Facility and my participation in the Activity, I agree as follows:

1. **Affirmation of Compliance with Health and Safety Rules and Regulations.**
 - The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and can be spread from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have imposed certain rules and regulations, including without limitation the requirement that I wear a mask indoors and that I must maintain social distancing of at least six feet from other participants. I agree to comply with all such rules and regulations in connection with my participation in the Activity.
 - I am fully aware that the University has made available to me its policies and procedures related to participation in the Activity and use of the Facility during COVID-19 and that the University may update these policies and procedures from time to time. I agree to obey all policies and procedures applicable to the Activity and instructions provided by the University and its staff in connection with my participation in the Activity or use of the Facility. If I have questions about these policies and procedures, I will direct them to staff of the Facility.
 - I understand and agree that at no time while participating in the Activity or use of the Facility may I be experiencing any symptoms related to COVID-19, including, but not limited to the following: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell. If I display any symptoms, I will not attempt to enter or use the Facility and I understand that I will not be allowed to enter the Facility until I provide positive proof of testing negative for COVID-19.
2. **Assumption of Risks.**
 - I recognize that my use of the Facility and participation in the Activity is entirely optional and voluntary. The University has put in place preventative measures to reduce the spread of COVID-19; however, the University cannot guarantee that I

will not become infected with COVID-19 or any other communicable disease. Further, participating in the Activity could increase my risk of contracting COVID-19 and other communicable disease. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and other communicable diseases by using the Facility and participating in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 and other communicable disease at the Facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants.

- I understand that participation in physical activities and the use of facilities or equipment at the Facility involves foreseeable and unforeseeable as well as inherent risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I represent that I am voluntarily observing or participating in the Facility activities and using the Facility facilities or equipment with full knowledge of all potential dangers involved therein and I further understand there are no University representatives or staff assigned to monitor my activities at the Fitness Center. I acknowledge that I am responsible for making sure that my health is adequate to participate in the Activities. I assume all known and unknown, foreseeable and unforeseeable risks of participating in the Activities, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I acknowledge that I am exercising my own free choice to participate voluntarily in the Activity and to use the Facility and am promising to take due care during such participation. I hereby assume full responsibility for and risk of bodily injury, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with my observation, participation in physical activities and use of the Facility facilities and equipment.
 - I voluntarily assume all the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my use of the Facility and participation in the Activity (“Claims”).
3. **Release of Liability.** I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf (each a “Releasing Party”, hereby voluntarily waive, release, discharge, holding harmless and covenant not to sue the University and its regents, officers, agents, employees, volunteers, representatives, and any other persons or entities acting on its behalf and the successors and assigns (each a “Released Party” and collectively, the “Released Parties”), from any and all Claims, including Claims of any kind for damages and/or liability, whether caused by the actions, omissions, or negligence of a Released Party, or otherwise related to my participation in the Activity and use of the Facility and promise not to sue the Released Parties for any damages I incur in connection with the Activity or use of the

Facility. This release extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

4. **Requests for Changes.** I understand that, before signing this Release, I may contact the General Counsel for the University at (503) 943-8715 or barton@up.edu, and request changes to this release.
5. **Parent/Guardian Consent.** If the individual using the Facility and/or participating in the Activity is under 18 years old, I represent and warrant that I am the parent or legal guardian of the individual. I have read and understand the provisions in this Assumption of Risk, Waiver, and Release of Liability Agreement; I consent to the individual using the Facility and taking part in the Activity; and I fully enter into and agree, individually and on behalf of the individual, to all the terms of this Assumption of Risk, Waiver, and Release of Liability Agreement. I further agree to indemnify the Released Parties for, and defend them against, all Claims imposed upon them to the extent arising from or relating to any defect (including lack of capacity) in my taking this action on behalf of the individual.

I CERTIFY THAT I HAVE HAD TIME TO REVIEW AND HAVE READ THIS RELEASE CAREFULLY AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND A CONTRACT, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS—BOTH INDIVIDUALLY AND ON BEHALF OF RELEASING PARTIES—BY SIGNING IT, AND I SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent/Legal Guardian (Print) _____

Parent/Legal Guardian signature _____ **Date** _____