

Release from Responsibility, Assumption of Risk and Waiver, UP Intramural Sports (Minor)

Read this document completely before signing. Its effect is to release the University of Portland 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 which may arise from such activities.

If participant is under the age of 18, he or she is required to have his or her parent or legal guardian complete and sign this Release from Responsibility, Assumption of Risk and Waiver and send a hard or digital copy to the sport's Coordinator prior to participation.

Participant's full name (print) _____

Participant Date of Birth _____ Circle one: UP Student Non-student

Permanent Address _____

Location Of Activities:

University of Portland Recreation Center and fields, off-site activity spaces as needed.

Date Of Activities:

Start Date: April 1, 2020 End Date: June 30, 2021

Description Of Activities:

Multiple sports and virtual sports including, but not limited to Kickball, which includes kicking and throwing a rubber kickball, running bases, possible collisions with other players and being hit by game ball. Bocce, which include rolling a heavy ceramic ball and squatting to pick it up. Basketball, team handball, volleyball, futsal, soccer, tennis, table tennis, badminton, pickleball and softball involve fast movements in close proximity to other players, sport equipment and facility walls, seats and apparatus. There is a possibility of severe injury due to contact with opponents, equipment and facility items. Most sports require very good cardiac output as well as muscle flexibility. Sports not listed above may be added and are similar in activity levels and risks.

I, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, 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 above-named activity, and am promising to take due care during such participation. I acknowledge that I have been informed of the nature of the activities and that I am aware of the hazards and risks which may be associated with my participation in the above-named program, including the risks of bodily injury, death, or damage to property which may occur from known or unknown causes. Parents should supervise minors while participating in virtual sports due to risks associated with interactions with opponents who may be significantly older or younger as well as being connected to the internet. Participants are not vetted prior to being allowed to compete and in some virtual sports leagues, participants are not University of Portland students, faculty or staff.

In consideration of the University of Portland (the "University") permitting me to enroll and participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- i waive, release, and discharge, the university, and its regents, its individual directors, officers, agents, employees, volunteers, representatives, and any other persons or entities acting on its behalf, and the successors and assigns from any and all liability of every kind, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my or my child's death, disability, personal injury, property damage, property theft, or actions or injury of any kind which may hereafter occur to me, and
- i indemnify, hold harmless, and promise not to sue the entities or persons released above from any and all

liabilities or claims made as a result of participation in this activity, whether caused by the negligence of releasee or releasees or otherwise. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage sustained through my participation in normal or unusual acts associated with the above-named activity.

The Release from Responsibility, Assumption of risk, and Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release From Responsibility, Assumption of Risk, and Waiver.

If participant is under the age of 18, he or she is required to have his or her parent or legal guardian complete a hard or digital copy of the Release and it must be on file with the Intramural Sports office prior to participation.

READ, UNDERSTOOD, AND AGREED TO THIS _____ DAY OF _____, 20_____.

Signature of Participant whose printed name appears above _____

If participant is under the age of 18, parent or legal guardian must also sign:

I, (printed name) _____, warrant and represent that I am the parent or legal guardian of the participant who has signed above. Acting in such capacity, I have read and I understand the provisions of this document, I consent to the participant taking part in the course described above, and I fully enter into and agree, individually and on behalf of the participant, to the terms of the above Release From Responsibility, Assumption of Risk, and Waiver. I further agree to save and hold harmless and indemnify each and all of the released persons or entities referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said persons or entities on behalf of the participant and the parents or legal guardian.

Signature of Parent or Legal Guardian _____

Date _____