

**CLUB SPORTS ASSUMPTION OF RISK AND  
RELEASE OF LIABILITY FORM**

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

I, \_\_\_\_\_, desire to participate in the \_\_\_\_\_ club sport program at Miami University during the \_\_\_\_\_ academic year. I understand the potential dangers involved in participating in this program, such as property damage or bodily injury. These injuries could include, but are not limited to, broken bones, abrasions, loss of vision, injury to or loss of use of limb(s) spine and neck injury, heart attack, \_\_\_\_\_ or death. I understand that there is also the potential for and risk of injury or death in traveling to and from events related to this club sports program.

In consideration for participating in this program, I agree to the following:

**Assumption of Risk.** I fully understand all of the risks and hazards involved in this program. I have carefully considered these risks and have voluntarily decided to participate in the program with knowledge of these potential dangers. I agree to accept any and all risks of injury arising directly or indirectly from my participation in the program.

**Release.** I agree, for myself, my administrators, personal representatives, executors, predecessors, successors, agents, heirs and assigns to release and hold harmless Miami University, its Board of Trustees, President, officers, agents, employees, assigns and other affiliates ("Affiliated Parties") from any present or future claim for physical or emotional injury, property damage or death arising directly or indirectly from my participation in the program, to the fullest extent permitted under law, including allegations or claims of negligence on the part of Miami University or any of its Affiliated Parties; provided, however, this Agreement does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct by Miami University or its Affiliated Parties.

**Covenant not to Sue.** I agree, for myself, my administrators, personal representatives, executors, predecessors, successors, agents, heirs and assigns not to sue, make or file any lawsuits, claims, proceedings or any other actions of any kind whatsoever against Miami University or the Affiliated Parties for bodily injury, property damage, or death sustained during my participations in the program to the fullest extent permitted under law, including allegations or claims of negligence on the part of Miami University or any one of its Affiliated Parties provided, however, this Agreement does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct by Miami University or its Affiliated Parties.

I have read this entire Agreement, including the attached Disclosure and Information on Risks, Hazards and Physical Stresses Associated with Athletic Activities, and I understand the potential dangers involved in engaging in this program. I am fully aware of the legal consequences of this Agreement and I agree to its terms.

I UNDERSTAND THAT I AM RELEASING AND WAIVING CERTAIN RIGHTS AND ASSUMING THE RISKS OF INJURY, DEATH OR OTHER DAMAGES FROM MY PARTICIPATION IN THE PROGRAM.

I represent and warrant that I am eighteen (18) years of age or older and have legal authority to execute this Assumption of Risk and Release of Liability Agreement.

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Age: \_\_\_\_\_ Date \_\_\_\_\_

Year in School: \_\_\_\_\_ Student ID #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Local Address: \_\_\_\_\_

Local Phone: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PARENTAL CONSENT**

Students under age 18 must have parental approval or written signature, and approval of sports club office before participating in the program.

The undersigned custodial/residential parent or legal guardian represents and warrants that he/she has the authority to sign on behalf of the student to the terms of this Agreement. The undersigned has read and understands the above Agreement and understands the potential dangers involved in engaging in this program. In return for my child being able to participate in the Business LEAD activities, I knowingly and voluntarily assume, on behalf of my child, all risks associated with these activities.

I release Miami University, its trustees, officers, employees and agents from any and all responsibility or liability for personal injury, death or property damage sustained by my child during or because of his/her participation in these activities, except to the extent such damage is caused by the Miami University's gross negligence or willful misconduct.

I understand and agree that I am signing this form on behalf of my minor child and that I will be giving up the same rights for my child as I would be giving up if I signed this document on my own behalf.

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**Return Completed form to Club Sports Office, 105 Recreational Sports Center**

**DISCLOSURE AND INFORMATION ON RISKS, HAZARDS AND PHYSICAL STRESSES  
ASSOCIATED WITH ATHLETIC ACTIVITIES**

Every club sport activity that one engages in has risks, hazards and physical stresses associated with it. The following is a list of risks and hazards associated with club sport activity. The list is not intended to be all-inclusive; exclusion of hazard or risk does not negate its possibility. This information is intended to facilitate discussion between participants and organizers regarding the risks, hazards, and physical stresses associated with this program.

**RESPONSIBILITIES OF PARTICIPANTS**

By participating in a club sports program each participant acknowledges and agrees that he or she is responsible for his/her own health and safety and assumes the risks of participating in a club sports program. By electing to participate in a club sports program each participant is representing that he or she has assessed his or her own ability to participate in the program and been cleared by his or her medical and/or mental health professionals to participate in the club sports program activities. By participating in the club sports program each participant agrees to conform his or her behavior to sportsmanlike standards and to comply with all applicable rules of the sport, all university rules and regulations and all applicable laws. Each participant agrees to engage in safe practices, such as abstaining from the use of alcohol or drugs prior to, during participation, or upon return from any club sport activity. Likewise, each individual agrees to be solely responsible for his or her own actions and recognizes that the University assumes no responsibility for actions of any participant.

All club sport participants should understand that they are representatives of Miami University and their conduct reflects on the University's reputation. Club members are expected to display good sportsmanship and maintain a sense of fair play. Officials and opponents must be treated with the same respect and courtesy. Both on campus and off, club members must conduct themselves with high standards of professionalism and good sportsmanship. Club members who behave inappropriately or violate university policies, campus regulations, and state/federal laws may be subject to disciplinary action by the Director of Recreational Sports, Office of Ethics & Student Conflict Resolution as well as by University judicial action and criminal prosecution.

**POSSIBLE INJURIES AND PRECAUTIONS**

1. Loss of vision as a result of body or object contact. Wearing protective eye guards or other protective equipment can reduce this hazard.
2. Concussion, neck/spinal trauma, broken bones, loss of teeth, or other injury as a result of body or object contact. Maintaining adequate distance between you and other players, especially when playing doubles, team play, or participating may reduce this hazard.
3. Muscle pulls, cramps, sprains, strains, cuts, bruises or other injuries. Proper conditioning can reduce this hazard by stretching and warming up prior to play, by proper execution of strokes/skills, by using appropriate footwear, and by not playing on wet or slippery surfaces.
4. Dehydration. This hazard can be reduced by consumption of liquids before and during breaks in play or activity.
5. Death due to injury or to cardiovascular complications as a result of physical overexertion. This hazard can be reduced by not eating immediately before participation, by proper conditioning, by recognizing signs of fatigue, and by reacting responsibly to the various warning signs of cardiovascular distress.
6. Death, or other impairments, due to complications from traumas incurred during participation.

**EACH CLUB SPORT ORGANIZATION MAY LIST ADDITIONAL SPECIFIC RISKS ASSOCIATED WITH THE PARTICULAR CLUB SPORT ACTIVITY.**

7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**PRECAUTIONS:**

1. Participants are obligated to wear proper dress, such as tennis shoes, and to use the proper protective equipment, the participant must realize that he/she is doing so at his/her own peril and that injury may occur.
2. Should injury be incurred during participation in this activity an Injury Report Form must be filed with the Facility Supervisor or other individual representing the Office of Recreational Sports.
3. The injured party is responsible for all financial obligations incurred in any treatment necessitated by an injury. Because of this, participants are required (as are all students) to carry medical insurance. (see University Catalog)
4. Participants are responsible for discussing with the Student Health Service medical staff any known physical problems, which may limit participation in this program. **THIS SHOULD BE DONE BEFORE PARTICIPATION**
5. Participants are responsible for proper conditioning as a prerequisite for participation.
6. Program Coordinators should make proper arrangements for, or ask Facility Supervisors about, transportation of injured participants since medical facilities are removed from the immediate vicinity of most sports activity necessitating time to transport injured persons.

**LIST BELOW OTHER PRECAUTIONS**

7. \_\_\_\_\_
8. \_\_\_\_\_

This entire statement is for your protection. Should you have any questions regarding this statement, please contact the Club Sport Program Representative at (513) 529 – 8179.

**TRANSPORATION**

I understand that the use of personal vehicles as transportation to club sports events is permitted by Miami University. However, I am under no obligation to use my own personal vehicle or to be the passenger of another club member/coach using a personal vehicle. If I opt to drive my own personal vehicle for a club sports related event, then I must complete a "Vehicle Owner Acceptance of Responsibility." If I opt to be a passenger in a personal vehicle, then I assume all risks associated with being a passenger in that vehicle. I understand that I am responsible for investigating and making all determinations regarding the capabilities, judgment and safety of the driver and the vehicle. Miami University does not assume any responsibility for such transportation.