



## USM Athletics Day Use Waiver

### ***Release and Assumption of Risk***

I have voluntarily agreed to participate in the use of one or more of the University of Southern Maine's Athletics facilities - including; Costello Fieldhouse, Hill Gymnasium, the USM Ice Arena, and Hannaford Field - and participate in the activities and programs of such, and in consideration of the voluntary nature of such participation and use, ("the activities"), I hereby acknowledge, declare and agree as follows:

1) That I have voluntarily agreed to participate in the activities from today (date signed) through exactly four (4) years (1460 days) from today, and in consideration of being permitted use of the facilities and participation in the activities, do voluntarily execute this "Release and Assumption of Risk" on behalf of myself, my heirs and next-of-kin, my personal representatives, and my estate.

2 ) That I have been fully informed (see below) of the nature, scope and demands of the activities, and I understand that the activities may include activities which could be dangerous to me and other participants and which could cause property damage, bodily injury and/or death.

***\*Such dangers, hazards and risks of this activity may include, but are not limited to, injuries inflicted by the following:*** All manner of injury resulting from falling and impacting the floor, ground, wall, ice, equipment, and projections, whether permanently or temporarily in place ♦ injuries resulting from activities within the facilities used in program delivery or outdoor fields or locations ♦ failure of exercise equipment, sports equipment, sports surface, pool, ice, or other structure ♦ injuries caused through inappropriate technique or overuse including but not limited to tendonitis, strains, sprains, abrasions, bruises, dislocations, joint swelling, muscle aches, and fractures ♦ harm and injury, including death, shortness of breath, and light headedness, resulting from increased heart rate, increased blood pressure, and strenuous physical activity.\*

3) That I shall comply fully with the rules/regulations and directions provided by the staff at the University of Southern Maine facilities or programs. Further, I understand that I will be disqualified from the activity and/or facility in the event that I fail to comply with said rules.

4) That I am able physically to withstand and cope with the disclosed rigors of the activities with or without a reasonable accommodation. If an accommodation is needed, I will contact the director of the facility at which I require accommodation.

5) I acknowledge that I have either have had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment, supplies and machinery in my activities.

6) That the University of Maine System and related athletics & recreation programs (hereinafter referred to as the "University") have informed me that there may be dangers and hazards inherent to participants in athletic & recreation center activities because of the activities involved, and that I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer or cause to others, and for all damages or loss to any personal property owned by me or damaged by me, while I am participating in the activities and during all travel and transportation, and, in furtherance thereof, I agree to indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my personal property, my personal injury or death, or the bodily injury, death or damage to personal property of others caused by me, which may occur or result directly or indirectly from my participation in athletic & recreation center activities, **INCLUDING AS A DIRECT RESULT OF ANY NEGLIGENT ACT OF THE UNIVERSITY, ITS TRUSTEES, FACULTY, EMPLOYEES, VOLUNTEERS OR AGENTS.**

7) That this "Release and Assumption of Risk" shall be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect.

I declare that I completely understand and have fully informed myself of the terms and conditions of this "Release and Assumption of Risk" by having read it, or having it read to me, before signing and I intend to be fully bound thereby.

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Printed Name	Signature	Date
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***Minor Release & Assumption of Risk***

I, \_\_\_\_\_, the parent or legal guardian of \_\_\_\_\_, consent to my child utilizing USM Athletics facilities and agree, in consideration of my child being permitted to utilize the facilities, to be bound by the terms of this Release and Assumption of Risk and hereby indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, in the same manner and with the same force and effect as set forth in section 6 above with regard to my child utilizing the facilities.

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Printed Name	Signature	Date
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