

**Concord University Carter Center, Track, Tennis Courts and Fitness Center Waiver & Release of Liability**  
**For Minor (Under Age of 18 Years) and Adult**

READ CAREFULLY BEFORE SIGNING

**Instructions:**

- 1.) Each participant should read the statements below before completing and signing this Waiver & Release Form.
- 2.) Parents / Guardians should read the statements below before completing and signing this Waiver & Release Form.

**Agreement:** In consideration of my use of the Fitness Center, the University Track & Tennis Courts, and the Carter Center, I acknowledge, agree to and understand that:

**1.) Readiness to Compete:** Voluntary and of my own free will, I elect to use the Fitness Center and/or the Track, Tennis Courts and/or the Carter Center. I will only use the Fitness Center, the Track, the Tennis Courts and the Carter Center the for which I believe I am physically and psychologically prepared to use safely.

**2.) Medical Consent:** I hereby give my consent to Concord University Fitness Center Staff/or Intramural Staff/or Carter Center Staff to provide customary medical/athletic training attention from a non-professional student-athletic trainer/qualified university representative or transportation and emergency medical services as warranted through the use of the Fitness Center, the Track, the Tennis Courts and the Carter Center.

**3.) Waiver & Release of Liability:** I am fully aware of and appreciate the risks associated with participation in an, including the risk of catastrophic injury, paralysis and even death, as well as other types of damages and loss. I further agree on behalf of myself, my heirs, and personal representatives, that Concord University Fitness Center Staff, University Intramural Staff, Concord University, the host organization, and sponsors of any Concord University facilities or events, along with the coaches, referees, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for any injury, loss of life, or any other loss or damage occurring as a result of my participation in the event(s).

My signature below is my acknowledgement that I have read and understood every provision of this Waiver and Release of Liability, and that I agree to abide by it.

In consideration of being allowed to use the Fitness Center, the Track, the Tennis Courts, and any other facilities including the gyms, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from activities involved in this program is present, including the potential for permanent injury and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and, assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation or any threat to my health and safety, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Concord University Fitness Center staff, Concord Intramural Staff, Concord University, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event {"Releasees"}, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Participant's Printed Name (Please write legibly)

X \_\_\_\_\_  
{PARTICIPANT'S SIGNATURE}

DATE SIGNED: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Em. Phone# \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE**  
**{ UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION }**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation and use of the Carter Center, Fitness Center and the Track and Tennis Courts as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE.**

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
{ PARENT / GUARDIAN SIGNATURE }

**(Leave nothing blank)**

Print Minor's Name(s) : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_

Residence Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Print Parent's Name: \_\_\_\_\_

Parent's Emergency Contact: \_\_\_\_\_ Em. Phone # \_\_\_\_\_

**Insurance Statement: I understand that intramurals, use of the track and tennis courts, and use of the Fitness Center may result in injuries requiring medical attention. I understand that the cost of potential medical procedures is expensive, and that all costs will be covered by my insurance carrier or out of my own pocket.**

\_\_\_-I do carry medical insurance that covers all types of medical expenses pertaining to injuries that I may incur while using Concord University facilities.

\_\_\_-I do NOT carry medical insurance, and personally assume all costs of potential injuries and the medical treatment(s) required. I have made myself aware of the risks involved with participation in Concord University Intramurals, and understand the potentially serious nature of all injuries associated with participation in Concord University Intramurals, and do not expect payment for medical procedures to be incurred by anyone other than myself.

Signature of participant (parent): \_\_\_\_\_ Date: \_\_\_\_\_

**Emergency Contact(s): (Must provide at least one)**

Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Name: \_\_\_\_\_ Phone# \_\_\_\_\_