



# COLORADO SCHOOL OF MINES

## Waiver of Liability, Assumption of Risk and Indemnification Agreement for Use of Colorado School of Mines Student Recreation Facilities

*(For students, faculty, staff and guests)*

I, the undersigned person, (hereafter referred to as "Participant"), wish to access and use the Colorado School of Mines ("Mines") Recreational Sports programs and facilities including but not limited to the Student Recreation Center, the Intramural Fields, the Motion Lab and the Esports Lab (e.g., the pool, fitness areas/weight room, gymnasiums, climbing wall, fields and anywhere else Rec. Sports programs may operate), activities and programs (hereinafter "Facility").

In consideration of being permitted to access and use the Facility, I, for myself and on behalf of my heirs, personal representatives and assigns, agree to HOLD HARMLESS, RELEASE, INDEMNIFY, WAIVE and FOREVER DISCHARGE, AND COVENANT NOT TO SUE Mines, and its Board of Trustees, officers, directors, employees, agents, and representatives, from and against any and all liability, claims or demands for any and all damages, costs, expenses (including attorneys' fees), losses or injuries to persons or property, which arise out of, occur during, result from, or are in any way connected with my use of the Facility, even if the liability, claim, or demands arise, in whole or in part, out of the negligence or carelessness of the persons or entities mentioned above.

To the best of my knowledge, I am not aware of any physical disability or health-related reasons or problems that would preclude, hinder or restrict my use of the Facility. I am fully aware of the risks and hazards associated with participating in recreation and exercise activities and my use of the Facility, and I understand that certain, inherent risks cannot be eliminated regardless of the care taken to avoid injuries. **I understand that specific risks vary depending on the level and nature of the activity and can range from minor personal injuries such as scratches, bruises and sprains, to major injuries such as eye injuries, back or joint injuries and injuries resulting from falls, or catastrophic injuries resulting in paralysis or death. Specific risks related to the climbing walls include the risk of rope burns, falling, contact with people, objects, the wall or ropes while falling, malfunction of clips, ropes, harnesses, carabineers, hardware, anchor points or other equipment and climbing holds spinning or breaking, all of which may cause serious injury, paralysis or death.** I understand that my use of the Facility is purely voluntary, and notwithstanding the risk of injury to my person or property, I elect to use the Facility, and I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE AND PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of my use of the Facility and participation in Facility activities and programs.

I have sufficient health insurance coverage to provide for and pay any medical expenses that may directly or indirectly result from my use of Facility and/or participation in Facility activities and programs. I understand that Mines does not take responsibility for the payment of any such medical expenses, and that I am solely responsible for any medical expenses or costs arising out of any bodily injury or property damage sustained through or arising from my use of the Facility and participation in Facility activities and programs.

I hereby grant Mines permission to use my likeness in photograph(s)/video or audio recordings in perpetuity, in any and all of its publications and media (including the internet), now or in the future, controlled by Mines. I waive any right to inspect or approve the finished product, and I waive any right to compensation. I release, indemnify and hold harmless Mines and its Board of Trustees, officers, directors, employees, agents and representatives from any claims, damages, or liability arising from or related to the use of the photograph(s)/video/ or audio recordings.

I understand that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and that if any portion hereof is held invalid, it is agreed that the remaining terms shall continue in full legal force and effect. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any

governmental immunity that may be available to the State of Colorado, Mines, its Board of Trustees, officers, directors, employees, agents and representatives under the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, *et seq.*

If employed by Mines, and unless my specific job duties state otherwise, I understand and agree that my use of the Facility and/or participation in Facility activities and programs is strictly voluntary and is not within the course and scope of my employment with Mines. Therefore, any injury I sustain while using the Facility or participating in Facility activities and programs will not be covered under Mines Workers' Compensation program.

By my signature below, I acknowledge and represent that I have carefully read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT in its entirety, fully understand and accept its terms, and sign it voluntarily of my own free will.

I further state that I am at least eighteen (18) years of age and am fully competent to sign this agreement.

\_\_\_\_\_  
Participant's Name (*Print*)

\_\_\_\_\_  
Participant's CWID#

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

(If Participant is under the age of 18, legal Guardian's signature is required)

I, am the legal guardian of Participant \_\_\_\_\_. I acknowledge and represent that I have carefully read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT in its entirety, fully understand and accept its terms, and sign it voluntarily of my own free will.

\_\_\_\_\_  
Guardian's Name (*Print*)

\_\_\_\_\_  
Participant's CWID#

\_\_\_\_\_  
Guardian's Signature

\_\_\_\_\_  
Date