



Recreation Facilities and Equipment - Assumption of Risk, Waiver, and Release

(review the front, complete the back, and return to HR Office)

As an employee of Muskingum University, I am signing this Assumption of Risk and Waiver on my own behalf and on behalf of any dependent(s) identified below. I understand that my signature does not bind my spouse. If applicable, my spouse has reviewed and signed this document independently. Without signing this form, my spouse, dependents, and/or I are prohibited from using the University's recreation facilities and/or equipment.

By signing this statement, I have requested access to and use of the University's recreation facilities and equipment. I understand that use of these facilities and equipment by me or my identified dependent children is at my/our own risk. My spouse's signature, if any, indicates their agreement to the terms of this Assumption of Risk Waiver.

By signing below, the individual(s) identified on this form (or for dependents under 18 years of age, a parent or legal guardian) has reviewed, understands, and shall abide by all of the following:

- I assume responsibility to safely follow all rules of the University's recreation facilities and to use, or learn how to use, equipment properly.
- The Director of Athletics shall develop and post the scheduled times during which employees may utilize athletic and recreation facilities.
- At certain times, staff may not be available in the athletic or recreation facilities. If no staff is in the building, use of any location and/or fitness equipment shall be at the user's own risk.
- Each person identified below must have their own campus ID card and must present it to any staff member who requests to see it.
- I will respect and obey all employees, including student employees, overseeing the building, as well as students within the space, and I will not use my position as an employee, employee's spouse, or employee's dependent over students in order to use equipment.
- In the event of any injury incurred by me or any individual identified on this document, I waive my right to Workers Compensation benefits in connection with any such injury. I also release Muskingum University of any and all liability.

I also agree to indemnify Muskingum University ("University") and hold harmless its agents and its employees from all liability, losses, costs, claims, damages, and expenses, including attorney's fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me as a result of using the recreational facilities and/or equipment, however caused, including, without limitation claimed negligence on the part of University employees or other facility users. In addition, I shall indemnify the University, its agents and employees from all liability, losses, costs, claims, damages, and expenses, including attorney's fees, relating to claims or injury arising from my own negligence or my own intentional acts during my use of the recreational facilities and/or equipment, and I hereby RELEASE and forever DISCHARGE the University and its agents and employees from all such liability, loss, costs, claims, damages, or expenses.

I understand that the employee(s) involved with this activity are acting in their respective capacities as agents of the University, not individually, and hereby waive any and all claims I may have or purport to have against the University or against employee(s) individually for any losses.

This form must be signed and returned to the Human Resources Office before using any athletic or recreation facilities and/or equipment.

Employee Name (Print)

Employee Signature

Date

Spouse's Name (Print)

Spouse's Signature

Date

Dependents' names and ages:
