

Appendix 2

COLLEGE OF THE HOLY CROSS **WAIVER AND ASSUMPTION OF RISK FOR USE OF POOL**

IN CONSIDERATION of being permitted to enter the Pool in the Luth Athletic Complex located on the College of the Holy Cross (herein "Pool") for any purpose, including, but not limited to, observation, participating in physical activities or using facilities or equipment in any way, I, on behalf of myself, my personal representatives, heirs, assigns, and next of kin, hereby acknowledge, agree, represent, and warrant with respect to any present or future entry into or use of the Pool that:

1. Immediately upon entering, I will inspect the premises of the Pool, and I further warrant that such entry into the Pool for observation, participation in physical activities or use of any facilities or equipment constitutes an acknowledgment that I find and accept same as being safe and reasonably suited for the purposes of such observation, participation or use.
2. I am aware that the Pool may have facilities and equipment for athletic activities including, but not limited to, weight training, walking, stair-climbing, jogging and running, rowing, and aerobic activities. I understand that participation in physical activities and the use of facilities or equipment at the Pool involves inherent risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I represent that I am voluntarily observing or participating in Pool activities and using Pool facilities or equipment with full knowledge of all potential dangers involved therein and I further understand that the Pool is an unattended facility and there may be no Holy Cross College representatives or staff assigned to monitor my activities at the Pool. I hereby assume full responsibility for and risk of bodily injury, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with my observation, participation in physical activities and use of Pool facilities and equipment.
3. I represent to Holy Cross College that I am physically fit to perform those activities which I may undertake to perform at the Pool and that I am solely responsible for all health risks associated with such activities. I understand that Holy Cross College recommends that I seek approval from a physician before participating in such activities. Either I have had a physical examination and have received a physician's permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by Athletics Staff shall not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Pool. I understand that any information about my physical condition that I provide to the athletic staff is for informational purposes only and that Holy Cross College is not responsible for determining my physical fitness.
4. I understand and agree that my use of the Pool is voluntary and only to be undertaken on my own personal time. If am an employee, I understand that my use of the Pool is not within the course or scope of my employment.
5. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Holy Cross College, its trustees, officers, employees, independent contractors and agents (hereinafter referred to as "Released Parties") from any and all liability for loss or damage, and any claim or demands therefore on account of injury to my person or property or resulting in my death, whether caused by the ordinary negligence of the Released Parties or otherwise arising in connection with my presence in, upon or about the Pool or my observation, participation in physical activities or the use of the facilities or equipment.
6. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties from any loss, liability, damage or cost (including but not limited to attorney fees) they may incur arising in connection with my presence in, upon or about the Pool or my observation, participation in physical activities or the use of the facilities or equipment and whether due to my negligence or otherwise.
7. I understand that this RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the state and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I confirm that I am at least 18 years of age, am freely signing this agreement, and that no oral representations statements or inducements apart from this written agreement have been made. I have read this form and fully understand that by signing this form, I am giving up legal rights and remedies that I might have now or in the future. I understand that my information will be kept secure and in confidence. The information contained herein shall be used for the sole purpose of assisting the staff in the evaluation of my safety for participation. External disclosures of this information will be limited to valid legal requests by law enforcement authorities and government agencies, legal proceedings where disclosure is necessary to protect the interest of the Athletic Staff and Holy Cross College in subpoenas and similar legal process.

By signing below, I confirm that I have read this Assumption of Risk and Waiver, understands its meaning and effect, and agree to be bound by its terms.

Your Printed Name: _____ Date: _____

Your Signature: _____

Parent's signature, if participant is under the age of 18:
