



AUBURN UNIVERSITY
HOLD HARMLESS, VOLUNTARY WAIVER, AND ASSUMPTION OF RISKS FOR
USE OF MARTIN AQUATIC CENTER

Martin Aquatic Center - 664 Biggio Drive, Auburn University

USER INFORMATION

Name of User:
Address: City: State: Zip:
Phone Number: Date of Birth: Gender: M F

PLEASE READ THIS "AGREEMENT" CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BEFORE ANY PERSON IS ALLOWED TO USE THE FACILITY.

I, the undersigned, wish to utilize the facilities at the Martin Aquatic Center (hereafter "Facility") and, in consideration for my use, I hereby agree as follows:

1. Assumption of Risks

I acknowledge, understand and appreciate that as part of my use of the Facility there are dangers, hazards and inherent risks to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss.

Swimming pool accidents including slipping on the pool deck, collisions in pool involving lane lines, end of pool or other swimmers; accidents at starting blocks involving diving or slipping; diving accidents in diving board activities including slipping, collisions with swimmers and hitting diving boards; and all other dangers that might occur from use of the other facilities available.

I declare and affirm that my medical and physical condition allows me to use the Facility and does not pose any danger to my health. I am fully aware and understand that, other than lifeguard attendants at the Facility; the Facility does not employ or contract with any medical services, or provide for ordinary or emergency medical services.

Therefore I voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of my use of the Facility. I understand that I am responsible for my own insurance.

2. Facility Usage

I agree that I will abide by all the rules and regulations of the Facility, which may be posted, issued orally and/or published. I agree that I will not engage in behavior injurious to the enjoyment of the Facility by others.

3. Waiver of Claims

I hereby release Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents (hereafter "Auburn") from any and all liability as to any right of action that may accrue to myself or my heirs or representatives for any injury or loss that I may suffer while using the Facility.

4. Hold Harmless

I furthermore release, indemnify and hold harmless Auburn from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I may suffer, for which I may be liable to any other person, that may or does arise out of my use of Facility.

5. Authorization for Medical Care

In the event of an accident or serious illness, I hereby authorize representatives of Auburn to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify Auburn from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment.

6. Choice of Law

This Agreement shall be governed by and construed under the laws of Alabama. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, damage or loss as a result of my use of Facility, shall be brought only in Lee County, Alabama.

I, the undersigned have been given ample time to read and understand this Agreement, and fully accept its contents and conditions and agree to them by signing this Agreement voluntarily. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNATURE IS REQUIRED: A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19

Participant's Name Date

Participant's Signature

Parent/Legal Guardian's Name

Parent/Legal Guardian's Signature Date