ACTIVITIES PARTICIPATION AGREEMENT

The undersigned Participant requests to use and access the Spelman College Wellness Center (the “Center”). In consideration of the Center permitting Participant to use and access the Center’s equipment, classes, instruction, facilities, and other activities located at or sponsored by the Center (collectively, the “Activities”), Participant (and if a minor, by and through a parent or legal guardian) agrees to execute and be bound by terms of this Agreement.

Participant voluntarily and expressly accepts and assumes all risks, hazards, and dangers inherent in participating in the Activities. Participating in the Activities may involve substantial risks of bodily injury and other dangers associated with the Activities. These risks include, without limitation: personal injury, being struck by equipment or other participants, forces of nature, the risk of collision with objects, the risk of entrapment, broken bones, strains, sprains, abrasions, lacerations, concussions, heart attacks, and other risks inherent in the Activities.

Participant acknowledges and understands the risks inherent in participating in the Activities, both known and unknown, that could result in injury, death, or loss to persons or property. Participant understands that such risks cannot be eliminated without jeopardizing the essential qualities of the Activities. Participant also understands that Participant should engage only in those the Activities for which Participant has the prerequisite skills, qualifications, and training and that are appropriate based upon her (or his) medical/health history. Participant understands that Participant should consult her (or his) own personal physician if Participant has any questions about whether participation in the Activities is appropriate. Participant understands that she (or he) is solely responsible for the payment of any costs related to injury or illness sustained through or related to participation in the Activities or related to the loss or damage of personal property while participating in the Activities.

Participant, on behalf of herself (or himself) and Participant’s spouse, children, parents, guardians, representatives, agents, estate, heirs, executors, administrators, successors, and assigns, hereby forever voluntarily, irrevocably, fully, completely, and unconditionally releases, acquires, discharges, waives, and holds harmless Spelman College, its corporate parents, subsidiaries, divisions, and related or affiliated entities, and its and their past, present, and/or future owners, shareholders, predecessors, successors, directors, administrators, officers, trustees, directors, employees, agents, independent contractors, attorneys, insurers, reinsurers, representatives, and assigns (collectively, the “Releasees”), from and against any and all liability for any harm, loss, injury, death, damage, claims, demands, actions, causes of action, costs, attorneys’ fees and expenses of any nature that Participant may have or that may hereafter accrue to Participant, arising out of or related to any loss, death, damage, or other injury, including, but not limited to, emotional injury and pain and suffering, that may be sustained by Participant, whether caused by the negligence of Releasees, or otherwise, in connection with the Activities. This release is effective even if the injury, loss, death, damage, or other injury to Participant or Participant’s property is caused by, or contributed to by, actions or failure to act of Releasees and which actions or inactions constitute ordinary negligence or a violation of any applicable law. To the fullest extent permitted by law, Participant agrees to save and hold harmless, indemnify, and defend Releasees from any claim made by anyone claiming by or through Participant that is in any way connected to engaging in the Activities, even if such claim arises from the negligence of Releasees.

Participant acknowledges and represents that Participant has become informed of the content of this Agreement by reading it before signing it and that Participant has reviewed this Agreement, understands what it means, and signs this Agreement as Participant’s own free act and deed. Participant is not relying on any representations, statements, or inducements regarding the Activities apart from those made in this Agreement. Participant further affirms that there are no health-related reasons or conditions that preclude or restrict Participant from accessing or participating in the Activities.

This Agreement shall be construed in accordance with the laws of the State of Georgia. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. This Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia.
Participant acknowledges that Participant is fully competent to sign this Agreement, and Participant executes this Agreement for full, adequate, and complete consideration.

*I have read and accept the terms of this Agreement and acknowledge and assume the risks inherent in accessing or participating in the Activities.*

Participant Name (Please Print): ________________________________

Signature of Participant: ________________________________

Date: ________________________________

* * *

Additional Parent/Guardian Agreement – (This section applies only if the Participant is under 18 years of age.) In consideration of the minor Participant being permitted to access and participate in the Activities, and other good and valuable consideration, the undersigned parent having legal custody or legal guardian agrees that he/she/they is a party to and is bound by the terms of this Agreement both in his/her/their individual capacity and in his/her/their capacity as representatives of the minor Participant.

*I have read and accept the terms of this Agreement on my own behalf and on behalf of my minor child defined herein as Participant and acknowledge and assume the risks inherent in accessing or participating in the Activities.*

Parent/Guardian Name: ________________________________

Signature of Parent/Guardian if Participant is Under 18: ________________________________

Date: ________________________________