**CSDB RECREATION FACILITIES AND ACTIVITIES**

**VOLUNTARY PARTICIPATION, ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY**

**Participant Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In consideration of the Colorado School for the Deaf and Blind (“CSDB”) allowing me to participate in its recreation program, and all related events and activities (“the Program”), I voluntarily and willingly acknowledge and enter into the following agreement (“Release”). This Release covers the entirety of my participation in the Program, including travel to and from any locations off the CSDB campus in order to participate in activities associated with the Program.

For purposes of this agreement, the Program includes the opportunity to engage in various activities, potentially including but not limited to, use of or participation in, the following: the CSDB Fitness Center; gymnasium; tennis courts; weight lifting; cardio; and recreational sports and activities such as pickleball, volleyball, basketball, goalball, and hiking.

1. **Risk Factors.** I understand and acknowledge that the use of equipment and facilities provided by CSDB and participation in the Program involves known and unknown hazards and risks including, but not limited to the following: risk of property damage; bodily injury, including, but not limited to permanent disability; paralysis; and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including CSDB and its agents or from the unavailability of emergency medical care.
2. **Assumption of Risk.** I am participating in the Program of my own free will. I understand that my decision to participate in the Program is entirely voluntary and is not a requirement. I assume full responsibility for all risks that may arise out of or result from my participation in the Program, including but not limited to those risks described in paragraph 1, above.
3. **Release, Indemnify, and Defend.** I hereby release, waive, discharge, and hold harmless CSDB, and all of its affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents and representatives, past or present (hereinafter jointly referred to as “the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the Program. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the Program.
4. **Waiver.** I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.
5. **Representatives.** I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.
6. **Insurance.** I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Program. I understand that I am strongly encouraged to obtain a medical physical examination and health insurance prior to participation in the Program.
7. **Severability.** If any term or provision of this Release is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Release, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Release and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

**I have read and fully understand this Release, and I sign freely and voluntarily. I understand and acknowledge that CSDB has never expressly or impliedly assumed any responsibility for my participation in the Program. I have read and agree to abide by the “CSDB Fitness Center Rules.”**

Participant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department Administrator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_