



UNIVERSITY of ROCHESTER

Department of Athletics and Recreation
Goergen Athletic Center

PART I: R Club Membership Acknowledgement and Release Agreement

I, _____, wish to participate in the R Club Membership offered by University of Rochester.

If participant is younger than 18 years: I, _____, am the parent or legal guardian of _____ whom I wish to participate in the R Club Membership the Activity offered by University of Rochester.

As a precondition to my participating in the Activity, I have read the following Release Agreement and agree to its terms.

1. Assumption of Risk. I understand that participating in the Activity entails inherent risks including, but not limited to, the risks described in this Activity Detail Form on the reverse side of this Release Agreement. I have read and understood the Activity Detail Form. I have been given the chance to ask questions about the Activity Detail Form and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that I may sustain as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of U of R, its officers, trustees, agents, employees or volunteers (the "Releasees"). I understand that I am not required to participate in the Activity and that I choose to do so voluntarily and free of duress.

2. COVID-19 Risk. Without limiting any other language in this document, I specifically acknowledge and fully assume the risk that I may contract COVID-19 as a result of participating in the Activity. I acknowledge that COVID-19 is a highly contagious disease and that, despite following practices required and/or recommended by the CDC, the New York State and Monroe County Health Departments, and other public health authorities, the University is not able to guarantee that I will not become infected. I understand that I can take steps to protect myself, including but not limited to becoming vaccinated, wearing a face covering, keeping my distance from other members, washing or sanitizing my hands, and sanitizing equipment before I use it, and that taking those steps may reduce my risk.

3. Liability Release. In consideration for U of R allowing me to participate in the Activity, I agree I will not sue the Releasees and I hereby release and indemnify the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, personal injury (including death) or property damage, that I may sustain, arising from the Activity or while upon the premises where the Activity is being conducted, unless due directly to the gross negligence or willful misconduct of the Releasees.

4. Statement of Physical Fitness. I state that I am physically fit and in a condition that will allow me to participate fully and safely in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Releasees have not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity and Releasees are relying on my statement of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

5. Emergency Medical Treatment. I grant the Releasees permission to authorize emergency medical treatment as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage that might result from such emergency medical treatment.

6. Governing Law. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or relating to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

PART II: Activity Detail Form

Goergen Athletic Center R Club Membership Program

Description of Activity: Participation in open recreation activities which may include training, practices, drills and competitions, some of which may involve bodily contact with others and with equipment.

By participating in these activities you may be exposed to several inherent risks, including but not limited to those listed here:

Physical injury, including but not limited to broken bones, concussions or other head injuries, organ damage, torn ligaments and tendons, illness, cardiac injury, and even death. These may be accompanied by psychic injury or mental anguish. These risks may result from participation in open recreation or fitness activities, fitness classes, practices, training drills and competitions.

PART III: R Club Membership Rules and Regulations

- 1) The possession or use of alcohol and other drugs, fireworks, guns and other weapons is prohibited.
- 2) No violence by anyone involved with the program, including sexual abuse or harassment, will be tolerated. Hazing is prohibited. Bullying, including verbal, physical, and cyber bullying, are prohibited.
- 3) No use of tobacco products.
- 4) Misuse, damage or theft of property is prohibited. Charges will be assessed against those members who are responsible for damage, theft or misuse of University property.
- 5) Participants must follow all safety rules in accordance with University standards and/or as defined by the program administrator.
- 6) Use of cameras, imaging, and digital devices is prohibited where privacy is expected, such as showers, locker rooms and restrooms; as is use of cameras, imaging and digital devices in the fitness center and aquatic center.
- 7) By signing this agreement, I declare that I have read, understand, and approve the rules, and wish to participate in the R Club.
- 8) R Club members and fulltime students are responsible for their guests' compliance with all rules and regulations while in the athletic center.

Any participant who is found behaving in direct violation of these or other stated rules will be removed from the Goergen Athletic Center immediately.

In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING. (Rev. 4/98)

Name of Participant (printed)

Signature of Participant (if over 18)

Date

Name of Parent or Legal Guardian (printed)
If participant is younger than 18 years

Signature of Parent or Legal Guardian
If participant is younger than 18 years

Date

Emergency Contact Name

Emergency Contact Number

Emergency Contact Information: In the event of an emergency contact UR Security, 585-275-3333
In the event of an emergency (medical, behavioral, disaster, or significant program disruption) during the activity that requires immediate contact of the participant's parent/guardian, the staff will use the emergency the contact name and phone number which were provided by the participant. This information is recorded and filed by the staff as a part of the registration process.