

**NORTHERN MICHIGAN UNIVERSITY**  
**Athletics and Recreational Activities Participant**  
**THIS IS A RELEASE**

**Instructions:**

Participants under age 18: A parent or guardian must complete Parts A and B and sign and date at the bottom.  
Participants age 18 or older: Complete Part A and sign and date at the bottom.

**Part A – Participant Waiver and Release from Liability. *Print legibly.***

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

*Initial each box after reading and understanding each paragraph.*

1. **Release, Indemnification, Assumption of Risk.** In consideration for Participant being allowed to participate in certain recreational and athletic activities and programs of Northern Michigan University ("NMU"), which may include the use of NMU's facilities and equipment, pools and saunas (the "Activities"), the UNDERSIGNED, for the minor Participant (if applicable), himself or herself, and their legal representatives or survivors:

a) RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, NMU and its trustees, officers, employees, agents, and representatives and other participants ("Releasees"), from all liability to Participant for any damage, claim or demands for injury to the person or property of Participant, including death, whether caused by the negligence of Releasees or otherwise, in any way related to Participant's participation in the Activities.

b) AGREES TO INDEMNIFY AND HOLD HARMLESS Releasees from any loss, liability, damage or cost incurred by any Releasee due to the presence of Participant in any NMU facilities or in any way involved in the Activities and whether caused by the negligence of Releasees or otherwise.

c) ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees or otherwise while in or upon any NMU facilities or while involved in the Activities.

d) ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES MAY BE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. Strength, flexibility and aerobic exercises, and the use of equipment, pools and saunas are potentially hazardous. The inherent risks include muscle soreness, exhaustion, dehydration, injury, fainting, falls, muscle and ligament injury, bone fracture, seizure, heart attack, drowning and death. Participant is voluntarily participating in the Activities with the knowledge of the dangers involved.

2. **Ability to Participate.** THE UNDERSIGNED FURTHER EXPRESSLY AFFIRMS THAT PARTICIPANT IS NOT SUFFERING FROM ANY CONDITION, IMPAIRMENT, DISEASE OR OTHER INFIRMITY that would prevent safe participation in the Activities. A physician's approval prior to participation in the Activities is strongly recommended. The Undersigned affirms that Participant has either been given physician's permission to participate in the Activities or that the Undersigned has otherwise freely decided to allow Participant to participate in the Activities without such approval.

3. **Miscellaneous.** THE UNDERSIGNED further agrees that this Release is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid, it is agreed that the balance of the Release shall, continue in full force and effect. This Release shall be governed by Michigan law.

**Part B – Parent/Guardian Waiver and Release from Liability.** *If the Participant is under 18 years of age, as of today's date, a parent or guardian must additionally agree as follows:* I, \_\_\_\_\_, the UNDERSIGNED, am the parent or legal guardian of the minor Participant, \_\_\_\_\_, and I do hereby affirm that I am acting in such capacity. I agree to the terms of the Part A Waiver and Release, for both myself and the referenced Participant minor.

**Signature of the UNDERSIGNED.** THE UNDERSIGNED, AGREEING TO ALL OF THE TERMS OF THIS RELEASE, VOLUNTARILY SIGNS BELOW and further agrees that no oral statements or inducement apart from this Release have been made.

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_