

**UNIVERSITY OF ALABAMA AT BIRMINGHAM CAMPUS RECREATION CENTER
RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE
CHILD WAIVER FORM**

Notice: This is a legally binding agreement. By signing this agreement you give up your right to bring court action or recover compensation or obtain any other remedy for any injury to your child or your child's property or for the death, however caused arising out of your child's use of the University of Alabama at Birmingham Campus Recreation Center now or anytime in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that the use of the University of Alabama at Birmingham Campus Recreation Center has inherent risks. Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, the Office of Campus Recreation at the University of Alabama at Birmingham has facilities for and provides for activities such as weightlifting, wall climbing, swimming, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from child injuries such as scratches bruises, and sprains to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the Office of Campus Recreation at the University of Alabama at Birmingham. I hereby assert that my child's participation is voluntary and that I knowingly assume such risks.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the State of Alabama and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

Parental or Guardian's Release of All Claims and Covenant Not to Sue

The undersigned being the parent(s), guardian, or person having the care and custody of _____, do hereby consent that s/he may participate in the University of Alabama at Birmingham Campus Recreation Center activities, and in consideration of the University of Alabama at Birmingham, its officers, agents and employees permitting s/he to so participate, do hereby covenant and agree not to sue the University of Alabama at Birmingham or its officers, agents, or employees for any claim which may arise out of the Campus Recreation Center activities.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Campus Recreation Center and that my child is voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, my child sustains while using the Campus Recreation Center and that by this agreement I am relieving the University of any and all liability for such loss, damage, or death.

I further certify that my child is in good health and that s/he has no physical limitations which would preclude the use of the Campus Recreation Center.

BY SIGNING THIS DOCUMENT, IT IS OUR INTENTION TO EXEMPT AND RELIEVE THE UNIVERSITY OF ALABAMA AT BIRMINGHAM, ITS OFFICERS, AGENTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

Date: ___/___/___

Printed Child's Name

Signature of parent/guardian

Name of parent/guardian, printed clearly