

Waiver of Liability, Assumption of Risk and Indemnification Agreement for Use of Colorado School of Mines Student Recreation Center

(for adult students, faculty, staff and guests)

1. I, the undersigned person, wish to access and use the Colorado School of Mines Recreation Center (hereinafter "Facility") facilities, activities and programs.
2. In consideration of being permitted to access and use the Facility, I, for myself and on behalf of my heirs, personal representatives and assigns, do hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Colorado School of Mines, and its Board of Trustees, officers, employees, agents, and representatives, from any and all liability for any and all damages, losses or injuries to persons or property, which arise out of, occur during or result from my use of the Facility.
3. To the best of my knowledge, I am not aware of any physical disability or health-related reasons or problems that would preclude or restrict my use of the Facility. I am fully aware of the risks and hazards associated with participating in recreation and exercise activities, and I understand that certain, inherent risks cannot be eliminated regardless of the care taken to avoid injuries. I understand that specific risks vary depending on the level and nature of the activity, and can range from minor personal injuries such as scratches, bruises, and sprains, to major injuries such as eye injuries and back or joint injuries, or catastrophic injuries resulting in paralysis or death. I understand that my use of the Facility is purely voluntary, and notwithstanding the risk of injury to my person or property, I elect to use the Facility, and I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of my use of the Facility and participation in Facility activities and programs.
4. I have sufficient health insurance coverage to provide for and pay any medical expenses that may directly or indirectly result from my use of Facility and/or participation in Facility activities and programs. I understand that the Colorado School of Mines does not take responsibility for the payment of any such medical expenses.
5. I agree to INDEMNIFY AND HOLD HARMLESS the Colorado School of Mines, its Board of Trustees, officers, employees, agents, and representatives from any and all claims, actions, costs, expenses, damages and liabilities, including attorney's fees, that may be incurred as a result of my use of the Facility and/or participation in Facility activities and programs.
6. I understand that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and that if any portion hereof is held invalid, it is agreed that the remaining terms shall continue in full legal force and effect.
7. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to the State of Colorado, Colorado School of Mines, its Board of Trustees, officers, employees, agents and representatives under the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, *et seq.*
8. If employed by CSM, I understand and agree that my use of the Facility and/or participation in Facility activities and programs is strictly voluntary and is not within the course and scope of my employment with CSM. Therefore, any injury I sustain while using the Facility or participating in Facility activities and programs will not be covered under CSM's Workers' Compensation program.
9. By my signature below, I acknowledge and represent that I have read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, fully understand and accept its terms, and sign it voluntarily.

User's Name (*Print*)

User's Signature

Date