Waiver, Release and Hold Harmless Agreement

In consideration of permission granted by Purdue University allowing me to use the recreation facilities and participate in Purdue University Fort Wayne Campus Recreation programs (the "Activity"), during the next 24 months, which is sponsored by Purdue University Fort Wayne Campus Recreation, I together with my parent or guardian, if I am under the age of eighteen (18) or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur and assume all risks of any injuries, damages, or harm that arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Purdue University, The Trustees of Purdue University, and/or its or their departments, trustees, affiliates, employees, officers, agents or insurers ("Released Parties").

2. I am aware that COVID-19 is an infectious virus that spreads easily through person-to-person contact, and could cause serious illness to individuals who have certain medical risk factors. Federal and state public health authorities and the Released Parties have issued basic health and safety guidance aimed at mitigating the spread of the virus. I understand that my participation in Activity or accessing facilities owned or managed by Released Parties could increase the risk of contracting COVID-19. Released Parties in no way warrant that the protective measures prescribed for the Activity or in order to access the facilities will completely prevent exposure to the COVID-19 virus. I agree to follow all public health and safety guidelines for the Activity and freely and voluntarily assume the risk of COVID-19 exposure.

3. I waive all claims against any of the Released Parties for any injuries, damages, liabilities, losses or claims, whether known or unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

4. I agree to indemnify and hold the Released Parties harmless from and against any and all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses that arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

5. I hereby grant permission to Purdue University and any organization associated with Purdue to use, for any legitimate purpose, including future advertising of the Activity on the Purdue website or in other promotional materials, my name and likeness to the extent it may appear in any photographs or records of the Activity.

6. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement which is governed by Indiana law. I understand it fully and I execute it voluntarily. I further acknowledge that any dispute or claim related to the subject matter hereof would be subject to the sole and exclusive jurisdiction of courts of competent authority located in Tippecanoe County, Indiana, with such courts to be the sole and exclusive venue for any such action.

Executed this _____ day of _____, 20_____

_____   _____
Participant Signature   Participant Printed Name

_____   _____
Parent/Guardian Signature   Parent/Guardian Name
(required if participant is under the age of 18 or disabled)