

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

(For children of faculty, staff and students, and CSM students under the age of 18)

1. The undersigned person (hereinafter referred to as "User") wishes to access and use the Colorado School of Mines Recreation Center (hereinafter "Facility") facilities, activities and programs.
2. In consideration of Colorado School of Mines permitting User to access and use the Facility, the undersigned Parent or Guardian agrees to 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 User's 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 child's use of the Facility. I am fully aware of the risks and hazards associated with my child's participation 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, back or joint injuries, and injuries resulting from falls, or catastrophic injuries resulting in paralysis or death. I understand that use of the Facility is purely voluntary, and notwithstanding the risk of injury to my child or his or her property, I consent to my child's use of 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 my child as a result of his or her use of the Facility and participation in Facility activities and programs.
4. My child has sufficient health insurance coverage to provide for and pay any medical expenses that may directly or indirectly result from his or her use of the 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 child's 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. 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

Signature of User's Parent or Guardian

Date