ACKNOWLEDGEMENT OF RISK AND HOLD HARMLESS AGREEMENT

Acknowledgment of Risk:

I hereby acknowledge that I have voluntarily chosen to participate in the Faculty and Staff Membership Program for any of the programs offered or the Faculty and Staff Wellness Program (hereinafter called “Program”) through Western Washington University’s Human Resources Department. I understand the risks involved. I recognize that the Program and its activities such as cardiovascular exercise, and/or other physical activity, involve risk of injury and I agree to accept any and all risks associated with the activities, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that my participation in the Program involves activities incidental thereto, including but not limited to, travel to/from Program activities, limited availability of medical aid and the possible negligent or reckless conduct of other participants. By voluntarily participating in Program with the knowledge of the risks involved, I hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

I understand that I am responsible for researching and evaluating the risks that I may face and am responsible for my actions. I also understand I am responsible for discussing the activities and risks involved in the Program with my physician. Any activities that I may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with my approval and understanding of any and all risks involved.

Indemnification and Hold Harmless:

In consideration of my participation in the Program and to the extent permitted by law, I agree to indemnify, defend and hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my participation in the Program. “Claim” as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. In addition, I hereby voluntarily hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns.

I hereby expressly agree to indemnify, defend and hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns for any claim arising out of my participation in the activity, except for claims arising out of the sole negligence or willful misconduct of Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns.

I understand that Western Washington University does not provide any medical, dental or life insurance to cover bodily injury, illness or death; nor insurance for personal property damage or loss; nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance or financial resources to cover expenses related to these things.

I further understand that this acknowledgement of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Washington, or any other applicable laws, and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I agree that this acknowledgment of risk and hold harmless is effective for as long as I participate in the Program. I have read and understand this acknowledgement of risk and hold harmless agreement.