

**THE UNIVERSITY OF TULSA - Campus Recreation
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (FACILITIES)**

In consideration for granting permission for my use of The University of Tulsa Collins Fitness Center, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE The University of Tulsa, the Board of Trustees, or any officers, servants, agents, or employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise.

I am fully aware of the risk associated with my use of the Collins Fitness Center. I hereby elect to voluntarily use the Collins Fitness Center knowing that doing so may be hazardous to me. I voluntarily assume all responsibility for any risk of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my use of the Collins Fitness Center, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES, or otherwise.

I hereby further AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my use of the Collins Fitness Center and as a result of my decision WHETHER CAUSED BY NEGLIGENCE OF RELEASEES, or otherwise.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oklahoma.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent or, if under 18 that my parent or guardian shall also sign; and I execute this Release for full, adequate and complete consideration, fully intending to be bound by same.

Signed this _____ day of _____, 20__.

Parent or Guardian (if under 18)

Participant

Print Name

Print Name