

**West Virginia University  
Club Sports Informed Consent**

Dear Participant,

Thank you for your interest in a West Virginia University Club Sport. **Before participating in a club sport, you must read, understand, and sign this form.** This form tells of some, but not all, of the risks you will face by choosing to participate. Additionally, by signing this form, you are acknowledging the risks involved with the sport and voluntarily assume responsibility and liability for any injuries you might suffer as a result of those risks. This document substantially affects your legal rights. Please read it carefully and consult an attorney if you do not fully understand it.

**1. Name and Club Sport**

I, \_\_\_\_\_ (print name), desire to participate in the following club sport:

\_\_\_\_\_ (also referred to in this document simply as the “Sport”).

**2. Disclosure of Risks Involved**

I understand that the Sport may involve serious risks to my health, life and property, including the risk of death and permanent injury. Some risks of participating in the Sport may include injury due to running and other activities associated with the sport I am playing; intentional contact with other participants or personnel; equipment, including equipment that is misused, defective, or otherwise unusually dangerous; illness, including communicable disease; the actions, even if negligent, grossly negligent, intentional, or reckless of WVU, its employees or students; exposure to extreme weather, including rain, wind, snow, sleet, hail, ice, tornados, flooding, sun, heat, fog, dust storms; natural catastrophes; falling natural objects such as trees, rocks, and landslides; icy, snowy, and wet surfaces; dehydration; transportation to, during, and after the Sport, including traffic accidents; artificial hazards near the playing fields; exhaustion and any other response to physical activity; lack of medical attention; and any other risk associated with the activities that are part of the Sport.

**3. Assumption of Responsibility**

I accept full responsibility for my health, safety, and property during the Sport. I am in good physical condition and do not suffer from any medical issue that could be exacerbated by my participation. My ability level is appropriate for the Sport. I am aware that there are risks, hazards and dangers inherent in this activity, the nature of which has been explained to me. I voluntarily assume all such risks associated with my participation in the Sport and choose to participate notwithstanding any such risks. I accept full responsibility for any injury or damage I may sustain, or do to any other participant, to any WVU employee, or to any other person. I understand it is my responsibility to obtain health insurance and not the responsibility of WVU.

**4. Agreement Not to Sue and Waiver of Rights**

To the extent allowable by law, I hereby WAIVE any claim I may have at any time based on my participation in the Sport. Specifically, I hereby RELEASE, DISCHARGE, and AGREE NOT TO SUE the State of West Virginia; West Virginia University, including any component of the University, and its

Board of Governors, officers, employees, students and agents; medical personnel, whether provided by WVU or not; and the heirs, predecessors, successors, and assigns of all of the persons and organizations listed here. I fully release all of these persons and organizations from any liability whatsoever in exchange for my permission to participate in the Sport. My waiver of rights includes giving up any claim that I may have, and any claim that any other person may have based on my participation in the Sport, including, but not limited to, parents, spouses, children and other relatives; my estate, personal representative or guardian; and insurers. My waiver releases all of the persons and organizations listed here from all liability, claims, demands, causes of actions, losses or damages, whether known or unknown, for bodily or personal injury or death, or damage to or loss of property, or any other injury, damage or loss of any kind, resulting from, arising out of, or in any way related to my participation in the Sport, including any claim based on actual or alleged negligence, gross negligence, intentional, or reckless behavior.

**5. Photo, Video, Audio and Other Recording**

I understand that during the Sport I may be recorded on film, audio, video or other media. I waive any claim based on any such recording, broadcast, or other use of my image, speech or personality. I authorize Sport organizers and any other person to record, use, publish, sell and own my image, speech and personality.

**I have read this form in its entirety and I understand it fully. By signing it, I agree to all the terms of this document.**

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please Return this Form to: Club Sports Manager, West Virginia University, 106h Student Recreation Center, Morgantown, W. Va., 26506.**