INTRAMURAL SPORT
WAIVER, RELEASE, AND INDEMNITY AGREEMENT

This Waiver, Release, and Indemnity Agreement is executed by ______________________________ ("Participant") and given to Villanova University ("University"). Participant, intending to be legally bound hereby, agrees as follows:

Participant, a currently enrolled student at the University, has voluntarily chosen to participate in the University’s intramural sport indicated above at the University during the 2022-2023 academic year (the “Activity”). Participant understands and agrees that there may be health and safety hazards (including, without limitation, falling; slipping; tripping; crashing and colliding with the ground, equipment, or other participants; getting hit with a bat or ball; abnormal blood pressure; fainting; dizziness; disorders of heart rhythm; exposure to communicable and/or contagious viruses, infections, diseases, illnesses, epidemics, or pandemics (including without limitation COVID-19); transportation accidents; dangers inherent in traveling to unfamiliar neighborhoods) and risks of personal injury that may range from minor injuries (such as scratches, bruises, cuts, sprains, and strains; dental or mouth injuries) to major injuries (such as muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; strokes; concussions) to catastrophic injuries (such as serious head or spinal injuries and paralysis); temporary to long-term autoimmune conditions, health effects, symptoms, syndromes, and conditions; death; and/or property damage associated with the Activity, and Participant knowingly assumes such risk.

Further, Participant fully understands and acknowledges that the University cannot control the conditions of off campus destinations where the Activity takes place, and Participant understands and acknowledges that risks and dangers may be caused by the negligence (whether characterized as gross or otherwise) of the employees, officers or agents of the University; the negligence (whether characterized as gross or otherwise) of other participants or others; accidents; the forces of nature or other foreseeable or unforeseeable causes. Participant hereby voluntarily assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence (whether characterized as gross or otherwise) or other conduct of the agents, officers, employees of the University, or by any other person or entity.

Participant understands that the University’s property insurance only covers property that is owned by the University. Participant further understands that the University’s property insurance does not cover damage to or theft of Participant’s personal property. Participant accepts all risks of personal property damage or theft of personal property related in any way to the Activity, including but not limited to personal property left in a vehicle owned, leased, or rented by the University, and understands that the University will not be responsible for such damage or theft.

Participant certifies that Participant has no physical, psychological, or medical condition, including symptoms of COVID-19 or testing positive for COVID-19 within 10 days of the participation in the Activity, that would preclude or restrict Participant’s participation in the Activity or increase the risk to Participant or other participants participating in the Activity, and that Participant has adequate health insurance protection to cover the expense of any unforeseen accident, illness, or injury. Participant understands that the University does not carry insurance that would respond to any illness or injury sustained by Participant during the Activity. In addition, the University is not responsible for any medical bills, including without limitation copays and deductibles, the Participant may incur in connection with Participant’s participation in the Activity. Subject to ADA requirements, Participant recognizes that the University is not obligated to attend to any of Participant’s medical or medication needs, and Participant assumes all risk and responsibility therefore. Participant agrees to only participate in the Activity for the length of time that Participant is comfortable, can accomplish the Activity safely, and is within Participant’s ability and skill level. Participant will immediately end participation and seek medical attention if Participant becomes injured or ill during the Activity and will immediately inform the on-site Supervisor. Participant will immediately seek medical attention and inform the Coordinator of Aquatics & Intramurals, if Participant experiences any symptoms of a concussion (e.g., headache, irritability, loss of consciousness, amnesia, sensitivity to light and sound, drowsiness, slowed cognitive function, balance issues or emotional changes) during or following participation in the Activity. If Participant experiences any such symptoms, Participant agrees to be evaluated at the University’s Health Center, and spend the night at the University’s Health Center for observation. If Participant is diagnosed with a concussion, Participant is prohibited from and will not participate in the Activity until Participant has been evaluated by a physician and has received medical clearance and release from the physician clearing Participant to return to participation in the Activity. Participant must provide a copy of the medical clearance and release to the Coordinator of Aquatics & Intramurals prior to returning to the participation in the Activity.

Participant will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. Participant authorizes the University, at the University’s sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital whether in an ambulance or otherwise). However, Participant acknowledges that representatives of the University may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant will engage in the Activity in a prudent and cautious manner. Participant hereby covenants and agrees not to (i) act in any way which shall interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any harmful conduct or willfully or negligently engage in any conduct which contributes to or causes illness or injury to any person. Participant understands and agrees that Participant shall abide by: (i) all policies, rules, and regulations of University, including those related to COVID-19, and the Villanova University Code of Conduct, and (ii) all rules, directions, precautions, and guidelines issued by University or its representatives, by any associated individuals, institutions, or organizations; local governmental authorities; the Commonwealth of Pennsylvania; or by the United

Participant’s Name: ___________________________________________ Participant’s Initials: ____________________________

Intramural Sport Waiver 2022-2023 Page 1 of 2 V. 8.2022
Participant certifies that Participant has read and understands the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Indemnity Agreement is completely voluntary.

Participant’s Signature: _______________________________ Date: __________________

(Please sign in ink. Typed signatures are not acceptable.)

Printed Address: _______________________________________ Banner ID: __________________

Participant’s Emergency Contact Printed Name: ______________________________

Relationship to Participant: ________________________________ Participant’s Emergency Contact Phone Number: ___________________________

If Participant is under the age of 18 years, signature of parent or legal guardian is required.

Parent/ Legal Guardian’s Printed Name: ______________________________

Parent/ Legal Guardian’s Signature: _______________________________ Date: __________________

(Please sign in ink. Typed signatures are not acceptable.)

All waivers must be submitted before the Captain’s Meeting. Any waivers submitted after the designated Captain’s Meeting for each sport will not be accepted.