

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON (UNCW)  
PARTICIPATION AGREEMENT FOR SPORT CLUB ACTIVITIES**

PLEASE READ CAREFULLY BEFORE SIGNING

I, \_\_\_\_\_, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with \_\_\_\_\_ (name of club) Sport Club which include but are not limited to running, swimming, biking, walking, hiking, sailing, tumbling, throwing, catching, surfing, hitting, kicking, riding and driving. I fully understand that these risks can lead to personal injury, illness, paralysis, permanent disability, and death or damage or destruction to my property. Additionally, I understand that there are also risks associated with travel, including, but not limited to the possible injury or loss of life or property as a result of an accident, as well as travel to and from activity sights. Other risks associated with Sport Club activities include but are not limited to: stoppage of breathing, spine and neck injuries (either of which could result in paralysis), concussion, heart failure, broken legs, feet, ankles, toes or other bones, heat stroke, heat cramp, heat exhaustion, stroke, convulsion, unconsciousness, abrasions to limbs such as arms, legs and head, fainting, sudden illness, cramps, and loss of wind. With respect to water sports, there is also the risk of drowning.

I also understand that there are risks to my physical and mental condition that may be caused by the physical exertion associated with Sport Club participation. Despite the potential hazards and dangers associated with the activity of Sport Club participation, I voluntarily agree to participate in the activity and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death or damage or destruction to my property, even if caused, in whole or part, by the negligence of UNCW with the exception of willful or gross negligence.

I understand the nature of Sport Club participation and my experience and capabilities, and believe myself fully qualified and able to participate in the activity. I understand that I may inspect the premises, facilities and equipment to be used or with which I may come in contact. If I believe anything is unsafe, I will immediately refuse to participate further in the activity. I understand there is no penalty or forfeiture of any sort if I withdraw.

In consideration of being allowed to participate in the activity, as well as the use of any of the facilities and the use of the equipment of the below listed releases, I hereby agree as follows:

- (1) To release UNCW, its officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claim of action that I, my estate, heirs, executors or assigns may have for any personal injury, property damage or wrongful death arising from Sport Club participation whether caused by active or passive negligence of UNCW or otherwise with the exception of willful or gross negligence. By executing this document, I agree to hold UNCW harmless for any injury, including paralysis or permanent disability, or loss of life or damage or destruction of property which may occur to me during Sport Club participation and/or instruction.
- (2) To take full and complete responsibility for any and all personal injury or property damage that I may cause to another participant and to release UNCW, its officers, directors, employees, representatives, agents and volunteers, from liability and responsibility for such injury or property damage.

(OVER)

- (3) By entering into this agreement, I am not relying on any oral or written representation or statements made by UNCW, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, United States of America.
- (4) If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.
- (5) I hereby certify that I am knowledgeable and fully capable of understanding and signing this agreement.

With the activity having been fully explained to me and all of my questions answered to my satisfaction, I agree to participate in the Sport Club program, fully aware of the activities and risks that may be involved. I also understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, have full capacity to enter into this Agreement, and do so voluntarily.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND I AGREE TO BE BOUND BY IT.**

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Participant's Signature	Printed Name	Date
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Witness Signature	Printed Name	Date
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If participant is a minor (under 18 years of age), a parent or guardian must also sign this form.

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Parent or Guardian's Signature	Printed Name	Date
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**UNCW Participant Information Form**

Name of Participant: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 UNCW Email: \_\_\_\_\_ Student / Faculty / Staff (circle one)

In an Emergency, Notify: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Home Phone #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I understand that Sport Club activities, including running, swimming, biking, walking, hiking, sailing, tumbling, throwing, catching, surfing, hitting, kicking, riding and driving are strenuous activities that require stamina, skill and good health as essential prerequisites for my safety and well being. I understand and agree that there are risks and hazards inherent to Sport Club participation that include the possible consequences of serious injury, including paralysis, or death or damage or destruction to my property. I hereby confirm that I have no emotional or health problems incompatible with Sport Club participation. I understand that I need the approval of a physician if I am uncertain as to my physical fitness for the rigors of Sport Club participation. I understand that I may be required to seek approval from a physician if there is a health or safety question relative to my condition before being allowed to participate in Sport Club activities.

I understand that the availability of medical emergency assistance will be limited or non-existent while participating in Sport Club activities, and that successful treatment of injuries requires early and immediate treatment. I have read the above statement and affirm that it is correct, and being fully informed of the possibility of injury, death or damage or destruction to my property during Sport Club participation, I do hereby grant qualified UNCW staff permission to treat any injury that may occur including first aid, cardio-pulmonary resuscitation, emergency oxygen first aid, and transfer to a medical facility for treatment by a physician.

The following conditions may inhibit or prevent participation. Knowing these risks, please answer below if you are capable of participating in the Sport Club program.

1. Motion sickness	12. Diabetes	23. Hay fever
2. Hospitalized	13. Tuberculosis	24. Asthma
3. Serious Injury	14. Bronchitis	25. Trouble equalizing pressure in sinuses/ears
4. Back problems	15. Claustrophobia	26. Frequent colds or sore throat
5. Physical handicap	16. High blood pressure	27. Severe or frequent headache
6. Regular medication	17. Respiratory problems	28. Ear or hearing problems
7. Allergies, including drugs	18. Persistent cough	29. Alcohol or drug problems
8. Dizziness or fainting	19. Pregnant	30. Mental or emotional problems
9. Epilepsy	20. Chest pains	31. Current communicable disease
10. Heart trouble	21. Contact lenses	32. Rejected from an activity for medical reasons
11. Sinus trouble	22. Dental plates	33. Any medical problem not listed

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Clearly print or type remarks:

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I certify that the above information is correct to the best of my knowledge. I further understand that treatment for any medical problems I may suffer is my responsibility and will be paid for by me.

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Participant's Signature	Printed Name	Date
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If participant is a minor (under 18 years of age), a parent or guardian must also sign this form.

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Parent or Guardian's Signature	Printed Name	Date
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