

The University of Akron
Student Recreation and Wellness Center – Swimming
Acknowledgement of Risk, Release, Waiver of Liability,
and Medical Authorization for ADULT Participants

In consideration of my being permitted by The University of Akron to use its facilities and/or participate in any swimming programs or activities offered by The University of Akron, I agree to the following:

I hereby acknowledge the inherent risks associated with swimming and that such risks include, but are not limited to:

1. Drowning or inhalation of water arising from my being overwhelmed, the actions of others, exhaustion or unconsciousness, or incapacitation through shallow water blackout, heart attacks, carotid sinus syncope or stroke;
2. Exposure to or immersion in the water and/or its chemicals;
3. Overuse injuries;
4. Collision with other swimmers, the pool walls or other objects;
5. Failure to follow the Student Recreation and Wellness Center’s employees’ instructions or failure to ask for information or assistance; and
6. Injuries resulting from the actions or omissions of me or other swimmers.

I understand that these risks carry with them the possibility of injury or ailment, including, but not limited to ear infections, breathing difficulties, eye irritation and athlete’s foot, and less likely, although still possible, risks of death or injury, including, but not limited to, serious neck and spinal injuries, which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system and serious injury or impairment to other aspects of my body, general health, and well-being. I further understand that the dangers and risks of participation in swimming activities may result not only in serious injury, but in a serious impairment of my future abilities to learn, earn a living, engage in other business, social and recreational activities and generally to enjoy life.

Despite the inherent risks associated with swimming, some of which are outlined above, I voluntarily desire to participate in such activities at The University of Akron and voluntarily agree to accept and assume all risks of personal injury, death or any other damages. I acknowledge that I am in good physical condition and that I know of no allergies, physical impairments, disabilities, or other condition or reason that would prevent me from safely participating in swimming activities.

I certify that I have read the posted rules and regulations, and I understand and agree that I will be required to abide by all rules and regulations of The University of Akron Student Recreation and Wellness Center, including those related to the swimming area. I agree to comply with any specific requests or instructions made of me by the University’s Recreation and Wellness Center staff.

I hereby agree forever to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE The University of Akron, its Board of Trustees, officers, employees, agents, or volunteers (hereinafter collectively referred to as “Released Parties”), for any and all personal injuries, death, loss of or damage to property, or any other damages whatsoever, from whatever cause, supervised or unsupervised, including, but not limited to, negligence resulting from my participation in the swimming programs or activities offered by The University of Akron’s Student Recreation and Wellness Center. I also hereby agree that in the event any claim arising out of or incidental to personal injury, death, or any damages to me shall be filed against any Released Parties, I shall indemnify and hold harmless such Released Parties against any and all claims, including attorney’s fees incurred by the Released Parties in defending any such claims.

In the event of illness or injury resulting or arising directly or indirectly out of my participation or involvement with swimming programs or activities, I hereby give my consent and authorization for (1) the administration of emergency first aid care and treatment at the scene of an emergency by employees of The University of Akron or emergency personnel, (2) the administration of any treatment deemed necessary by a licensed physician or dentist, and (3) the transfer to any hospital reasonably accessible. This authorization is not intended to cover major surgery unless the medical opinions of two licensed physicians or dentists, concurring in the necessity for such surgery, are obtained prior to the performance of such surgery. I understand that should any such medical care or treatment be necessary, I am fully responsible for all costs associated with such care and treatment, and I agree to hold The University of Akron, as well as its Board of Trustees, officers, employees, agents, representatives, or volunteers harmless from all costs associated with such treatment.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE BEFORE HAVING SIGNED THIS DOCUMENT.

Name (Printed)

Signature

Date

Emergency Contact Name & Number