

DUKE UNIVERSITY PARTICIPATION AGREEMENT
Duke Aquatics Recreation Programs, Trainings & Facility Use

Please read this agreement carefully. It is a legal contract and affects any rights you or your child/ward may have if he/she is injured or otherwise suffers damages while participating in Duke Recreation and Physical Education Aquatics Programs, Facility Use and/or Trainings (Activity). Be aware that by registering yourself or your child/ward (Participant) and by participating in this Activity, you and the Participant will be waiving all claims for injuries the Participant might sustain arising out of the participation in this Activity.

In consideration of the Participant being permitted to take part in this Activity, I/we confirm by the signing the signature line below that I/We understand and agree to the following:

1. Assumption of Risks of Activity Participation: I/We understand that participation in the Activity is entirely voluntary and that Duke University makes no representation about the safety or security of the location of the Activity or the modes of travel in connection with the Activity, if any. I/We understand that risks are inherent in participating in this Activity and that these risks could result in property damage and/or bodily injury to the Participant. I/We agree to accept and assume, knowingly and voluntarily, all risks associated with the Activity whether present or future, known or unknown, arising from or as a result of the Participant's voluntary participation in the Activity. I/We have discussed the risks associated with the Participant's participation in the Activity as reflected by the signature below. I/We hereby elect to participate in the Activity.
2. Release and Waiver of Liability: In return for Duke University permitting the Participant to register and participate in the Activity and having read and understood this Participation Agreement, I/We hereby voluntarily agree to the following:
 - a. I/WE RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Duke University, its affiliates, trustees, officers, employees or agents, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury or harm of any sort, including death, that may be sustained by the Participant, and for damage to any property belonging to the Participant, that occurs as a result of traveling to or from any site in connection with the Activity, or as a result of the Participant's participation in the Activity. It is My/Our intent and agreement that the terms of this Section 2 shall bind any person asserting rights on our behalf, or otherwise asserting claims by or through Myself/Us, including my spouse, family members, heirs, assigns and personal representatives.
 - b. I/We further agree that this Participation Agreement, including this Section 2 shall be construed in accordance with the laws of the state of North Carolina. Further, the release, waiver, discharge and covenant not to sue as expressed in this Section 2 is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is My/Our intention not only to release any and all claims against RELEASEES, but also to relieve RELEASEES from any liability to make contribution to other tortfeasors on account of any claims.
 - c. In signing this Waiver and Release, I/We acknowledge and represent that I/we have been informed fully of the contents of this Waiver and Release of liability and hold harmless agreement by reading it before I/We sign it, and that I/we have reviewed it and the Participant understands what it means and that I/We sign this document freely. I/We further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in this Activity.

[NOTE: Participant and the Participant's Parent/Guardian agree that this Participation Agreement may be executed in counterparts (i.e., each required signature may appear on separate printed copies of the Participation Agreement), and that such counterpart versions each shall be deemed an original and together shall constitute one and the same document for legal purposes.]

I am the Participant or the parent or guardian of the Participant. I have reviewed this Participation Agreement and the description of the Activity, have understood it, and concur with the Participant's participation in the Activity under the terms of this Participation Agreement.

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Name of Participant (required): _____

Age If Under 18: _____

Emergency Contact Number (family member preferred, required): _____

Participant Signature or if a Minor, Parent/Guardian Signature (required): _____

Please list any life-threatening conditions of which our Staff should be aware. This might include allergies, medical conditions, the presence of a medical ID tag, etc:

