

CENTRAL CHRISTIAN SAINTS

Athlete's Assumption of Risk and Waiver of Liability

I, the undersigned, wish to participate in athletics at Central Christian College of the Bible. I understand that these activities include, but are not limited to, participation or competition in intercollegiate athletic events, practice, weight training, travel, and receiving treatment for injuries that I may sustain during my participation in these or similar events (the "**Activities**"). I represent and warrant that I am in good health and in good physical condition. I agree that I will not undertake any activity that is not within my physical capabilities.

Acknowledgement of Risks

I understand and acknowledge that athletic **Activities** can be an extreme test of an athlete's physical and mental limits, and that certain **Activities** can be dangerous. I am fully aware my participation in these **Activities** can result in death, serious bodily injury, illness, mental or emotional injury, or property loss, and that these injuries or losses can result from: travel; falls; missteps; contact with persons or objects; use, non-use, or improper use of equipment, including but not limited to protective sports equipment; negligent actions or inactions of College personnel; negligent or intentional actions or inactions of teammates, participants, officials, spectators, or others; peer pressure, horseplay, or hazing that occurs against College policy; extreme temperature or weather conditions, including excessive cold, heat or humidity, lightning strike, hail, and strong winds; slippery or uneven playing surfaces, ice or standing water; exposure to environmental hazards that are natural or manmade; inhalation or contact with athletic turf and athletic field cushioning materials; inaccessibility of emergency medical care or negligent medical care in the treatment of an injury.

With full understanding of the risks that I am taking by voluntarily choosing to participate in these **Activities**, I hereby freely accept all risks associated with my participation, including but not limited to the risks that are listed below:

1. Risk of death.
2. Risk of serious bodily injury including but not limited to: coma; unconsciousness; dismemberment; disfigurement; complete or partial paralysis; head injury; traumatic brain injury; concussion; neck or spinal cord injury; nerve damage; blindness or vision loss; deafness or hearing loss; loss or impairment of the ability to smell, taste, or feel; inability to talk or communicate; full or partial loss of mobility; loss of body parts, or the use or function of body parts; loss or impairment of movement, strength, or feeling; drowning; hyperventilation; choking; difficulty breathing and/or stopped breathing; the development of asthma or allergies; heart attack; stroke; seizure; dehydration; heat stroke; heat exhaustion; sunburn; frostbite; hypothermia; injury to joints, ligaments, tendons, muscles, internal organs, eyes, and skin, including but not limited to burns, bruises, sprains, and broken bones caused by blunt force trauma, cuts, abrasions, puncture wounds, or any other cause; internal bleeding and/or blood clots.
3. Risk of contracting a serious infectious, non-infectious, degenerative, deficiency, or mental disease, including but not limited to HIV, HBV, HCV, MRSA, and cancer, regardless of cause.
4. Risk of mental or emotional injury that can cause post-traumatic stress disorder, suicide or suicidal thoughts, self-harm, mental anguish, stress, fear, anger, humiliation, anxiety, shock, embarrassment, emotional distress, eating disorder, and other mental or emotional injuries not listed.
5. Risk of property loss caused by theft, vandalism, or damage, including property owned by me or property owned by others for which I am responsible.

I understand and acknowledge that such injuries may result in a significant impairment of my future abilities to earn a living, to engage in social and recreational activities, to produce a family, and to enjoy life. I further acknowledge that such injuries can be serious or severe and could last my entire life.

Acceptance and Assumption of Risk

I am aware of the risks, dangers, and hazards associated with the **Activities**, including those listed above as well as those not specified or anticipated. I personally and completely accept these risks, dangers, and hazards, including those that may result in my death, serious bodily injury, illness, mental or emotional injury, or property loss, and will not hold Central Christian College of the Bible responsible should such occur.

My Responsibilities

Clothing and Equipment:

I understand and agree that I may be required to furnish my own clothing and equipment, and that I am responsible for selecting proper equipment that is designed for the **Activities** that I have chosen to participate in. Regardless of whether the equipment is owned, borrowed, or obtained through Central Christian College of the Bible, I am responsible for ensuring that the equipment is a proper fit, and for frequently inspecting the equipment to ensure that it remains in good and safe operating condition throughout my participation. If I become aware of any equipment damage or defect, I agree to immediately report the damage or defect to my coach or trainer. I will read and comply with all warnings provided with any protective equipment, and will not alter any protective equipment without prior approval from Central Christian College of the Bible.



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Adherence to Rules, Regulations and Instruction:

I acknowledge the importance of following, and agree to follow, all rules and regulations pertaining to the **Activities**. I additionally recognize the importance of following my coaches' and trainers' instructions regarding rules, playing techniques, training, equipment, and injuries, and agree to obey such instructions. I understand that violation of such rules and instructions may result in injury to me or my opponent. I further understand that even when complying with all rules and instructions regarding the **Activities** and my safety equipment, there is nevertheless a significant risk of injury, including that which is inherent in sports.

Injury Reporting and Insurance:

I agree to report all injuries to the coach and athletic trainer. I acknowledge and agree that I am responsible for the follow-up care and treatment relating to my injuries, under the athletic trainer's supervision. I hereby represent that I have in place, and will keep in place for the duration of my participation in the **Activities**, sufficient and appropriate health insurance, and that such insurance will be primary for any injury I sustain during my participation in the **Activities**.

Safety:

I understand and agree that I am responsible for my personal safety, and the safety of others to the extent that my actions or inactions may contribute to an injury or loss. I acknowledge that safety overrides all other concerns. Should I become aware of a danger or risk I agree to take appropriate actions, and to communicate these actions to my coach and/or athletic trainer.

Release of Liability, Indemnity, and Covenant Not to Sue

In consideration for being permitted to participate in the **Activities**, I hereby release Central Christian College of the Bible, its trustees, officers, employees, agents, representatives, sponsors, donors, coaches, athletic trainers (including certified athletic trainers and student assistants), and volunteers (the "**Releasees**") from, and covenant not to sue the **Releasees** for, any and all claims, demands, losses, liabilities, obligations, damages, causes of action, and costs (including attorneys fees) that arise out of, or in connection with, the **Activities**, including claims arising out of the negligent acts of the **Releasees**, and for any liability that may result from medical treatment providers and athletic trainers seeking medical treatment for the athlete as permitted by the signed **Central Christian College of the Bible Athletics - Athlete's Consent to Medical Treatment** form. I further agree to indemnify and hold harmless the **Releasees** for any and all claims, and all defense costs (including attorneys fees) relating thereto, brought by me or any party on my behalf relating to the **Activities**, or brought by any third party relating to any injury or loss allegedly caused by my negligent or intentional acts, or omissions relating to the **Activities**. The terms of this Assumption of Risk and Waiver of Liability agreement shall apply equally to myself, my family, my heirs, my estate, its executor, administrator, assignees.

Miscellaneous

This agreement is made and entered into in Missouri and shall be interpreted, enforced under, and governed by the laws of Missouri. The waiver and release contained in this agreement is intended to be as broad as permitted by the laws of Missouri. Should any provision of this agreement be held to be illegal, void, or unenforceable, such provision shall be of no force and effect, but the remainder of the agreement shall continue in full legal force and effect. This Agreement shall be binding upon, and inure to the benefit of, the athlete and the **Releasees**, and their respective representatives, predecessors, heirs, successors, and assigns.

I represent and warrant that I have carefully read and understand the terms of this agreement; have been given the opportunity to discuss the **Activities** and this agreement with a Central Christian College of the Bible representative of my choosing; have entered into this agreement knowingly, voluntarily, and of my own free will; and intend to abide by its provisions without exception.

CAUTION: READ CAREFULLY BEFORE SIGNING.

This document is legally enforceable. By signing, you are waiving certain legal rights, including the right to sue.

Printed Name of Athlete

Signature of Athlete

Date

Printed Name of Parent or Guardian
(If Athlete is a Minor - Under Age 18)

Signature of Parent or Guardian

Date