

GRAND CANYON UNIVERSITY
VOLUNTARY WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, _____ [Name of Visitor or Participant], hereby acknowledge that I voluntarily desire to participate in, observe and/or otherwise take part in the recreational or other activities offered to me by, or located at, Grand Canyon University (hereinafter, referred to as the "Company") at the premises, facilities and on the land located at 3300 W. Camelback Rd. and/or on any adjacent properties (collectively, the "Properties") and/or any off site locations associated with particular events. These recreational or other activities include, without limitation, intramural sports, GCU events, program events, academic related activities, etc. In consideration of the Company's consent to allow me to participate in any or all recreational or other activities, I hereby knowingly, freely and voluntarily agree to waive, release and discharge any and all claims for damages for death, personal injury or property damage that may have, or that may subsequently accrue to me as a result of my participation in recreational or other activities offered, afforded, sponsored by, or located at, the Company or the Properties.

I understand that during my participation in any or all recreational or other activities at, near or on the Properties, I may encounter unforeseen and unknown hazards, dangers and risks that may result in bodily injury, death, emotional trauma, burns, and/or other hazards.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I voluntarily and freely, with full understanding that I may be exposing myself to extreme danger, assume all risks in connection with my participation in a recreational or other activity on the Properties. I understand that I am completely responsible for all insurance coverage which I may wish to purchase to cover my participation in any recreational or other activities on the Properties.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I agree to follow all instructions, procedures, measures and directions given to me by the Company or any of its staff or representatives and understand that my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my invitation to participate in recreational or other activities on the Properties may be revoked at any time for any reason by the Company or any of its agents, managers, employees or representatives.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I have had opportunity to obtain a physical examination from a doctor prior to engaging in any recreational or other activity on the Properties.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I agree to use all equipment in accordance with manufacturer's specifications when engaging in any recreational or other activity on the Properties.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

Photos may be taken by a campus photographer at the event. I agree that any photos containing my likeness may be used for the use of the University for Marketing Purposes.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE THE COMPANY AND ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN ANY AND ALL RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES, INCLUDING ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT, CONTRACT, WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR INEQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY AT ANY TIME HAVE AS A RESULT OF MY PARTICIPATION IN RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING MY PARTICIPATION IN RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN OR WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by applicable law. If any provision of this Waiver and Release shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or the remaining provisions of this Waiver and Release, which shall remain in full force and effect.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I agree to comply with all Applicable Law during my participation in any recreational or other activities on the Properties. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or executive orders, as amended.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I HAVE READ THIS AGREEMENT BEFORE SIGNING IT, AND FULLY UNDERSTAND AND AGREE TO ITS TERMS.

Participant:

Print Name: _____ Signature: _____

Date: _____ Phone Number: _____

Guardian*

Print Name: _____ Signature: _____

Date: _____ Phone Number: _____

***IF PARTICIPANT IS UNDER THE AGE OF 18, THIS FORM MUST ALSO BE SIGNED BY A PARENT OR LEGAL GUARDIAN WITH AUTHORITY TO EXECUTE THIS RELEASE.**