

**Waiver, Release and Hold Harmless Agreement**

In consideration of permission granted by Purdue University allowing me to participate in the Fitness Center, which will occur at the Purdue University Fort Wayne Athletics Center, which is sponsored by, I (together with my parent or guardian, if I am under the age of eighteen (18) or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur and assume all risks of any injuries, damages, or harm that arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Purdue University, The Trustees of Purdue University, and/or its or their departments, trustees, affiliates, employees, officers, agents or insurers ("Released Parties").

2. I waive all claims against any of the Released Parties for any injuries, damages, liabilities, losses or claims, whether known or unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from and against any and all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses that arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

4. I hereby grant permission to Purdue University and any organization associated with Purdue to use, for any legitimate purpose, including future advertising of the Activity on the Purdue website or in other promotional materials, my name and likeness to the extent it may appear in any photographs or records of the Activity.

5. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement which is governed by Indiana law. I understand it fully and I execute it voluntarily. I further acknowledge that any dispute or claim related to the subject matter hereof would be subject to the sole and exclusive jurisdiction of courts of competent authority located in Tippecanoe county, Indiana, with such courts to be the sole and exclusive venue for any such action.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Printed Name

\_\_\_\_\_  
Parent/Guardian Signature  
(required if participant is under the age of 18 or disabled)

\_\_\_\_\_  
Parent/Guardian Name