

WVU Potomac State College
Participant Statement of Responsibility, and Waiver & Release

Participant Name: _____ Participant Date of Birth: _____

Event Name: _____

Risks and Responsibilities

Although WVU Potomac State College has taken precautions to provide proper organization, supervision, instruction and equipment, it is impossible for the WVU Potomac State College to guarantee absolute safety. Participant (and parent/guardian if participant is under 18 years of age) (collectively “participant”) understand that by participating in an event at WVU Potomac State College, the participant may face risks associated with **Soccer, Lacrosse, Baseball, Softball, Basketball, Volleyball, Cheerleading, E-Sports and use of the Fitness Center.** Participant understands that WVU-Potomac State College does not select, employ, supervise or otherwise exercise authority or control over all the coaches, mentors, and other participants in the program. Participant, if 18 years of age or older, acknowledges and agrees that he or she is primarily responsible for his or her safety. The parent/guardian of a participant under 18 years of age acknowledges and agrees that the parent/guardian is primarily responsible for the participant’s safety and that the parent/guardian will monitor or take necessary measures to monitor, as appropriate considering the age of the participant and other factors, the participant’s participation in the program. Please consider these risks and responsibilities carefully before deciding to continue with the program.

Termination

Participant understands that failure to follow and abide by the program or WVU Potomac State College policies and procedures, applicable laws and regulations, or any other behavior deemed unsuitable for purposes of the program, shall constitute grounds for terminating participation in the program.

Health Insurance, Medical Authorization and Emergency Information

Participant accepts full responsibility for participant’s health, safety and property during the program. Participant is in good physical condition and does not suffer from any medical issue that could be exacerbated by participation. Participant represents that he or she is or will be covered throughout the program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses, including those the participant sustains or experiences in the program’s locality. Participant agrees to report to WVU Potomac State College at the time of execution and delivery of this form any physical or mental condition which may require special medical attention or accommodation during the program.

Additionally, participant consents to any medical treatment that may be required during the program or as a consequence of participation in it. Participant accepts full responsibility for the costs of any medical care received during the program or as a consequence of participation in it.

The following person should be contacted in case of emergency:

Name: _____ Relationship: _____

Address: _____ Telephone: _____

General Release, Waiver of Rights, and Agreement Not to Sue

Participant understands that WVU Potomac State College reserves the right to make changes to the program at any time and for any reason, with or without notice, and WVU Potomac State College shall not be liable for any loss or additional expense to participant by reason of any such cancellation or change.

In consideration for the opportunity to participate in the program and to the extent allowable by law, participant agrees to **WAIVE** any claim the participant may have at any time based on participation in the program and **RELEASE, DISCHARGE, and AGREE NOT TO SUE** for myself and my heirs, executors, administrators, and assigns, WVU Potomac State College and its Board of Governors, employees, agents, and volunteers, from all claims, demands, and causes of action for personal injury or any other damage which may arise out of or be in any way related to my participation in this program, including any claim based on actual or alleged negligence, gross negligence, intentional, or reckless behavior.

Photo, Video, Audio and Other Recording

Participant understands that he or she may be recorded on film, audio, video or other media during the program. Participant waives any claim based on any such recording, broadcast, or other use of his or her image, speech, or personality and authorizes WVU Potomac State College to use participant’s image, speech, and personality for any purpose related to the program.

Minor Child

I understand that no minor child (a person under the age of 18 as of the date of the program) may participate in the program without the permission of a parent or guardian. If I am signing this form for a minor child, I understand that all the releases, authorizations, and statements made in this document apply to me and my child, and I consent to my child’s full participation in the program.

Severability

Participant understands that every provision of this form is severable. If any term or provision is held to be illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of the form.

Participant understands and acknowledges that participation in the program is wholly voluntary and that he or she is freely and voluntarily signing this document. Participant agrees that he or she has read this form carefully, in its entirety, and understands it fully.

Participant Name _____

(please print)

Participant Signature _____ Date _____

Parent / Guardian Name _____

(please print) **If participant is under 18 years of age**

Parent / Guardian Signature _____