INFORMED CONSENT AND ASSUMPTION OF RISK

Many athletic activities involve substantial risks of bodily injury, property damage, and other dangers associated with participation. I acknowledge that participation in athletics involves risks of injury incidental thereto including, without limitation, physical contact with other participants, bystanders, the playing surface, training equipment and other objects in and around the field of play. I understand that the dangers of such activities include, but are not limited to: death, hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack, and heat related illness, and that each participant in such activities should realize that there are risks, hazards, and dangers inherent in such activities and in the training, preparation for, and travel to and from such activities. I understand that such injuries may result in significant impairment of my future ability to earn a living, to engage in social and recreational activities, to produce a family, and to enjoy life. I acknowledge that such injuries can be serious or severe, could last my entire life and could result in economic and property loss. I also acknowledge that there may be other dangers, hazards or risks that are not presently known or reasonably foreseeable.

I also understand that protective equipment cannot prevent or minimize all risk of injury or death. Even if the protective equipment is well designed and maintained, it cannot ensure that I will not sustain head, neck or other serious injuries while engaging in athletic activities. I understand and agree that I am responsible for the safety and good operating condition of all equipment that I may use, regardless of its source, that I am not to alter or modify any protective equipment without prior approval, and that I will read and comply with all warnings provided with any protective equipment. I understand the risk of injury from using poorly fitted, worn or defective protective equipment and from the use or misuse of protective equipment to deliberately injure an opponent player. I understand and agree to follow the safety precautions required for participation.

I acknowledge the importance of following and agree to follow all rules and regulations pertaining to the sport in which I participate. I further understand that despite complying with these rules and the instructions regarding my protective equipment, there is nevertheless a significant risk of injury inherent in athletics activities.

I voluntarily accept and assume all risks, physically, emotionally, financially and legally, including without limitation, risks of injury, loss of life or damage to property arising out of athletics-related activities.

RELEASE OF LIABILITY, VOLUNTARY WAIVER OF CLAIMS AND INDEMNITY

The undersigned hereby agrees that in return for the consideration of ECU allowing the undersigned to participate in athletic activities or making available any equipment, facilities, grounds, or personnel for such activities, the undersigned does hereby release and forever discharge ECU and its trustees, officers, agents and employees (the “ECU Indemnities”) of any and all claims, demands, rights, and causes of action of whatever kind or nature, arising from any injuries, damage to property, and the consequences thereof, including death or serious injury, resulting from my participation in any way connected with such athletic activities. I further agree to indemnify and defend the ECU Indemnities from and against all liability, causes of action, claims and demands of every kind whatsoever that may or does arise out of my participation in my athletic activity. The terms hereof shall be binding on my heirs, estate, executor, administrator, assignees, and all members of my family.

CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the State of North Carolina. I agree that any legal action relating to this Agreement, or arising out of any injury, death, damage or loss as a result of my participation in these athletic activities shall be brought in The Board of Adjustment for The State of North Carolina. Exclusive jurisdiction and venue of any claims that are not required to be filed before the North Carolina State Board of Adjustment shall lie exclusively in the federal and State courts sitting in Pitt County, North Carolina.

Date: ______________ Name: ____________________________ Signature: ____________________________

** If under the age of 18, Parent Signature is required **

Signature: ____________________________

Please flip over to continue
I agree to take responsibility for reporting injuries and illness in a timely manner to the ECU Campus Recreation & Wellness Athletic Training staff. I, the undersigned, hereby grant permission to the ECU team physicians and/or any consulting physicians or other allied health professionals to render any treatment, medical, and/or surgical care that is deemed necessary for the health and well-being of the undersigned student-athlete, which may occur, while participating in recreational sports for ECU.

I also hereby authorize the athletic trainers at ECU Campus Recreation & Wellness, who are under the direction and guidance of the ECU team physician, to render any preventative, first-aid, rehabilitation, or emergency treatment deemed reasonably necessary for the health and well-being of the undersigned student-athlete. Also, when necessary for executing such care, I grant permission for transport and hospitalization at an accredited hospital. I further understand that the team physician and/or his/her designee have the authority to eliminate me from participation in order to protect my health, safety and well-being, to protect the health, safety or well-being of another, due to an injury/illness, and/or due to undue liability risk for ECU.

Date:______________ Name:________________________________ Signature: ___________________________________________

** If under the age of 18, Parent Signature is required ** Signature: __________________________________________