

# UNCG Piney Lake

## Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement



I voluntarily consent to access, use the facilities, and participate in recreation activities at the UNCG Piney Lake. Participants and any guests are solely responsible for their own travel to and from Piney Lake. I agree to abide by all federal, state and local laws, as well as UNCG and Recreation & Wellness policies and procedures.

I understand that Piney Lake offers opportunity for outdoor activity including, but not limited to, swimming, boating, fishing, volleyball, activity on the sand beach, picnicking, and hiking natural terrain trails. I am aware of the level of exertion required to participate in such activities. I have the necessary skills to participate in these activities and am fully capable of participating without causing harm to myself or others. I acknowledge and understand that it is my sole responsibility to consult with a physician prior to participating, and to decline, decrease or cease participation in the event of illness, injury or other medical condition. I understand that the staff may reduce or stop my participation in the best interest of my safety and well-being. I understand that it is solely my responsibility to seek and receive insurance, medical evaluation and treatment for any symptoms that may arise out of or are related to my participation. I acknowledge and understand that UNCG is self-insured and will not provide insurance or emergency medical assistance. Participants are strongly encouraged, at their own expense, to acquire insurance in the event of injury, illness or damages.

I acknowledge that participation in these activities presents known and unanticipated risks inherent in outdoor activities, including, but not limited to, environmental risks and physical activity that may result in property damage, physical injury or death. I acknowledge environmental risks may include, but are not limited to, deep, cold water, contact with insects, snakes, and other animals, falling, rolling, or slippery rock, falling or downed timber, rocky, uneven, natural wildlife terrain, capsizing, falling in the lake, lightning, flash floods, and unpredictable forces of nature, including weather which may change to serious and extreme conditions without notice. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of Piney Lake and its activities.

I understand that injury or medical conditions are inherent risks associated with recreation activity. Propensity for injury depends on individual fitness, conditioning, experience, as well as the nature of the activity and degree of reasonable and expected contact. Injuries may include, but are not limited to, insect or animal bites, sunburn, heat stroke, dehydration, allergy symptoms, loss of wind, muscle cramps, sudden illness, bruises, abrasions, loss of consciousness, heat stroke, heat exhaustion, injuries to muscles, ligaments, tendons, and joints of the body, such as shoulder, rotator cuff, arms, lower back, knees, legs and ankles, broken bones, drowning, or stoppage of breathing. I further understand that medical conditions may include, but are not limited to, abnormal blood pressure, fainting, dizziness, disorders of the heart, and rare instances of paralysis, stroke, or death. In the event of a medical emergency, I hereby consent to transportation and emergency medical treatment arising out of or relating to my participation at Piney Lake. Any provision of care by an employee, volunteer or lifeguard at Piney Lake does not constitute a waiver of this document.

In consideration of all of the notices contained herein, it is my express desire to access Piney Lake and participate in the recreation activities at my own risk. I agree to voluntarily access, use the facilities, and participate in Piney Lake activities with the knowledge that my participation may pose potential dangers. I hereby agree to accept any and all risks and costs associated with my participation, including, but not limited to, property damage, personal injury or death. In consideration of my participation in the activities and use of its facilities and equipment, I hereby voluntarily and knowingly forever waive, release, hold harmless, indemnify, and discharge Piney Lake, UNCG and its trustees, officers, agents, employees, representatives, executors, and successors of all of the above from all claims, demands, actions, judgments and executions which I now have or may have, on behalf of myself and those of my heirs, executors, administrators and assigns, for any liability, regardless of whether due to negligence, all personal injuries, known or unknown, and any damage to property I incur, I cause, or that may arise out of, my participation at Piney Lake. By signing below, I acknowledge that I have read and understand this document in its entirety and hereby voluntarily consent to all of its provisions.

I certify that I have read and understand this document and agree to be bound by its terms. I fully understand that by signing below I may be giving up legal rights and/or remedies to which I may otherwise be entitled. I understand and agree that this document shall be governed by and construed in accordance with the laws of the State of North Carolina, and any dispute hereunder shall be resolved in a Guilford County, North Carolina court of competent jurisdiction without regard to conflicts of laws. I certify that I am at least eighteen (18) years of age.

## PARENT OR GUARDIAN RELEASE AND INDEMNIFICATION

If participant is a minor, parent or legal guardian of minor hereby expressly accepts all of the terms of this document on behalf of the minor participant. By signing below, the participant's parent or legal guardian hereby certifies that he/she is the parent or legal guardian of participant, acknowledges that he/she has read and understands the terms of this document in its entirety, freely gives permission for the minor to participate, and fully agrees to release, indemnify and hold harmless UNCG, its trustees, officers, employees, agents, and other persons connected with Piney Lake from any and all claims, lawsuits and liability for bodily injury, property damage, death or other loss in connection therewith. I understand that I am solely responsible for supervision of the minor at all times. In the event of a medical emergency, I hereby consent to transportation and emergency medical treatment for the minor arising out of or relating to participation at Piney Lake.

**Group Name:** \_\_\_\_\_

**Event Date:** \_\_\_\_\_

[illegible]