

**West Virginia University Department of Intercollegiate Athletics  
Former Student Athlete Program  
Participant Waiver and Release**

Dear Former Student Athlete,

West Virginia University (WVU) is happy to provide you, as a former varsity athlete, with certain facilities for continued training. Before participating in any such activities, you must read, understand, and sign this form. This form tells of some, but not all, of the risks you will face by choosing to participate in this program. Additionally, by signing this form you are releasing WVU and others from all responsibility and liability for any injuries you might suffer.

As a former student-athlete, you have different rights and responsibilities than you did during your career at WVU. Your permission to participate in any athletic activities is at the sole discretion of WVU and may be revoked at any time for any reason.

This document substantially affects your legal rights. Please read it carefully and consult an attorney if you do not fully understand it.

**1. Name and Program**

I, \_\_\_\_\_ (print name), desire to participate in the WVU Former Student Athlete Program (also referred to in this document simply as the “program”). This program consists of, among other activities, my participation in various athletic training with WVU teams and personnel.

**2. Disclosure of Risks Involved**

I understand that the program involves serious risks to my health, life and property, including the risk of death and permanent injury. Depending on the nature of the program, some risks may include injury due to exercise; contact with other participants or personnel; any equipment, including equipment that is misused, defective, or otherwise unusually dangerous; illness, including communicable disease; the actions, even if negligent, of WVU, its coaches, other employees, and students, including student-athletes; risks associated with transportation, including traffic accidents; and any other risks that may be associated with the program or athletic training in general.

**3. Assumption of Responsibility**

I accept full responsibility for my health, safety and property during the program. I am in excellent physical condition and do not suffer from any medical issue that could be exacerbated by my participation. I am covered by medical insurance that will pay for any injuries sustained during the program or as a result of my participation in the program. My ability level is appropriate for the program. I have reviewed any program descriptions, rules, and other materials and will obey all rules and the directions of WVU personnel. I accept full responsibility for any injury or damage I may sustain, or do to any other participant, to any WVU employee, or to any other person.

**4. Agreement Not to Sue and Waiver of Rights**

Except for any and all rights and claims for damages arising out of the intentional reckless misconduct or gross negligence or intentional torts of West Virginia University and its employees, officers, and agents, I waive any claim I may have at any time based on my participation in the program. Subject to the previously stated exception, I covenant (promise) not to sue any of the following based in any way on my participation in the program: the State of West Virginia; West Virginia University, including any component of the

University, and its Board of Governors, officers, employees, students and agents; medical personnel, whether provided by WVU or not; and the heirs, predecessors, successors, and assigns of all of the persons and organizations listed here. I fully release all of these persons and organizations from any liability whatsoever in exchange for my permission to participate in the program.

My waiver of rights includes giving up any claim that I may have, and any claim that any other person may have based on my participation in the program, including, but not limited to, parents, spouses, children and other relatives; my estate, personal representative or guardian; and insurers.

### **5. Indemnification**

I, for myself, and for my heirs, personal representatives and assigns, hereby agree to INDEMNIFY AND HOLD HARMLESS the State of West Virginia and West Virginia University, including any component of the University, and its Board of Governors, officers, employees, students and agents from any and all claims, actions, suits, procedures, damages, liabilities, costs, and expenses (including, but not limited to, attorney's fees), arising from, or related to, my participation, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties.

### **6. Photo, Video, Audio and Other Recording**

I understand that during the program, I may be recorded on film, audio, video or other media. I waive any claim based on any such recording, broadcast, or other use of my image, speech or personality. I authorize WVU and any other person to record, use, publish, sell and own my image, speech and personality.

### **7. Consent to Medical Treatment**

I consent to any medical treatment that I may require during the program or as a consequence of my participation in the program. I accept full responsibility for the costs of any medical care I might receive during the program or as a consequence of my participation in the program.

### **8. NCAA Compliance**

I acknowledge and agree to be governed by the same NCAA and institutional rules and regulations as those placed upon all institutional athletics staff members. Additionally, before engaging in any practice activities I agree to consult with the appropriate coach as well as with the WVU athletic compliance office to determine my eligibility for practice participation.

**I have read this form in its entirety and I understand it fully. By signing it, I agree to all the terms of this document.**

**Former Student Athlete Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_