PARENTAL/LEGAL GUARDIAN CONSENT FORM
BUTLER UNIVERSITY HEALTH AND RECREATION CENTER
RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY

In consideration of Butler University ("University") allowing the below-named minor child access to and use of its Health and Recreation Center, including, but not limited to, its fitness, swimming, and shower/locker facilities and all of the facilities and equipment contained therein (collectively referred to hereinafter as the "HRC"), I, the undersigned, on behalf of the minor child and his/her heirs, next of kin, assigns, and personal representatives, do hereby agree to the following conditions:

I understand and acknowledge on behalf of the minor child that access to and/or use of the HRC is potentially hazardous and involves risks, inherent and otherwise, that cannot be eliminated and which may cause injury, illness, paralysis or death to minor child, other persons, and/or damage to property. I understand and agree on behalf of minor child that negligence of the University and other risks associated with minor child's access to and/or use of the HRC may cause injury, illness, paralysis, or death to minor child, other persons, and/or damage to or loss of property. Some of the risks associated with minor child's access to and/or use of the HRC include, but are not limited to, equipment failure, known or unknown medical conditions, improper use of equipment, acts of others, and latent or patent defects or dangerous conditions in the HRC. On behalf of minor child, I accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to minor child's access to and/or use of the HRC, and acknowledge that minor child is voluntarily entering and using the HRC even with knowledge of these risks.

Acknowledging that such risks exists, on behalf of minor child, I hereby **RELEASE AND DISCHARGE** the University, its affiliates (including, but not limited to, Raintree Group, LLC) and their respective officers, representatives, managers, members, directors, owners, agents, contractors, employees, and each of them and/or anyone associated in any way with minor child's access to or use of the HRC (the "University Group"), from any and all claims, defenses, damages, losses, actions, suits, proceedings, expenses, attorney fees, costs, and liability that minor child, anyone on his/her behalf, his/her heirs, next of kin, assigns or personal representatives might have for or relating to any injury to minor child's person or property suffered or claimed to have been suffered by minor child which arises out of or is related in any manner to minor child's access to or use of the HRC, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the University Group.**

I further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the University Group in any action or proceeding from and against all alleged liability, claims, defenses, causes of action, damages, losses, suits, proceedings, expenses, attorney fees and costs arising out of or related in any manner to minor child's access to or use of the HRC, my or for minor child's failure to comply with the terms of this Release of Liability and Agreement to Indemnify. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the University Group.**

This document is governed by the laws of the State of Indiana, and any cause of action relating to the interpretation or enforcement of this document is subject to the exclusive jurisdiction of a court in Marion County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

I have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I understand that by signing this document I am waiving certain legal rights, including the right to sue the University Group. I sign this document freely and willingly.

READ! YOUR MINOR CHILD'S LEGAL RIGHTS ARE AFFECTED!

_____ _____
Signature of Parent/Legal Guardian Date

_____
Print Name and Relationship to Minor Child

_____
Print Name of Minor Child

_____
Minor Child's Date of Birth

ACKNOWLEDGEMENT OF MINOR CHILD

I acknowledge that I have obtained my parent/legal guardian's consent to access and use the HRC. I understand that my access to and use of the HRC is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian's right to sign the Parental/Legal Guardian Release of Liability and Agreement to Indemnify on my behalf.

I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

_____ _____
Signature of Minor Child Date

_____
Print Name of Minor Child