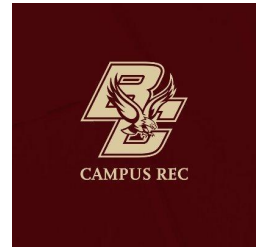


## **BOSTON COLLEGE CAMPUS RECREATION GENERAL WAIVER**

*Persons under the age of 18 must have a Parent/Legal Guardian read and sign this consent form.*



### **Personal Injury**

Please note, all members are urged to obtain a physical examination from a doctor before using any exercise equipment or participating in any campus recreation programs.

### **Member/Participant/Student/Guest**

I, the undersigned, release, hold harmless and agree to indemnify Trustees of Boston College and each of their respective members, partners, officers, directors, faculty, staff, representatives, affiliates, employees and agents, as applicable, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, related to their use of Boston College facilities and participation in programs (including periods in transit to or from the participant's destination), resulting from any cause, including but not limited to ordinary or gross negligence.

Members and guests assume all risks for personal injury and damage. If medical assistance is warranted, appropriate medical personnel will be contacted at the individual's expense.

### **Conduct**

I agree to adhere to all of the rules and regulations as posted on the Campus Recreation website, in Campus Recreation facilities, and set forth by Campus Recreation staff. I understand that failure to comply may result in loss of membership. By agreeing below, you understand and agree that these policies and rules may change, and agree to remain in compliance.

### **Covid-19**

Although Boston College has put in place preventative measures to reduce the spread of COVID-19, Boston College cannot guarantee that Members will not become exposed to or infected with COVID-19 while at Campus Recreation facilities or otherwise participating in Campus Recreation programs. Further, utilizing Campus Recreation facilities and participating in Campus Recreation programs could elevate the risk of contracting any contagious illness simply due to the nature of recreational facilities and activities. Boston College Campus Recreation plans to take measures designed to reduce the spread of COVID-19. Members are expected to act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all other members and staff. Members must abide by all University and Campus Recreation directives regarding COVID-19, including but not limited to frequent handwashing, physical distancing measures, mask-wearing, cleaning, and testing. By agreeing below, you understand and agree that these policies and rules may change, and agree to remain in compliance. Campus Recreation may request or require a Member to leave the Connell Recreation Center or other Campus Recreation activity if the Member's continued presence poses a health or safety risk to others. Despite all the measures that Members and Boston College may take to reduce the risk of COVID-19, the risk of contracting COVID-19 or another communicable illness cannot be eliminated, particularly in recreational facilities and programs. By agreeing below, you acknowledge and agree that you are voluntarily assuming this risk and that you will comply with all University and Campus Recreation health directives to help mitigate the risk.

All members must meet all vaccination requirements set forth by the University. If approved for an exemption by the University, members are required to wear face coverings at all times in Campus Recreation facilities. By agreeing below, you understand and agree that these vaccination policies may change, and agree to remain in compliance.

### **Photographs**

By signing, I give Boston College Campus Recreation permission to record my image, likeness, and/or voice for use in its print and internet publications or productions, including advertising, signage and promotional materials. I also give Campus Recreation permission to use my name, academic class standing and major in any accompanying caption, if applicable. I agree that the photographs and videos are the property of Campus Recreation and hereby release Campus Recreation from any and all claims that I may have from its use of my image or voice.

### **Financial (if applicable)**

#### **Payroll Deduction**

I hereby authorize to have payments deducted from my paycheck on the agreed upon schedule.

#### **Credit Card**

I hereby authorize to have payments deducted from my credit card on the agreed upon schedule.

#### **Eagle Bucks**

I hereby authorize to have payments deducted from my Eagle Bucks account on the agreed upon schedule.

#### **Student Account**

I hereby authorize to have payments added to my student account on the agreed upon schedule.

### **Property Loss/Damage**

Boston College is not responsible for any member's possessions that are not locked up or are left unattended. In addition, Campus Recreation is not responsible for damaged property.

### **Equipment and Personal Device Software Applications**

Certain equipment available in the facilities may allow members to link, upload or otherwise share personal information about themselves with personal fitness devices and/or third-party fitness applications or other third-party applications or programs (collectively, "Third-Party Services"). Those Third-Party Services are subject to the terms and conditions and privacy policies of those third parties that provide them, and Boston College is not responsible for the privacy practices, security, content, or functionality of the Third-Party Services. I acknowledge

**Equipment and Personal Device Software Applications (continued)**

and agree that I am responsible for reading and complying with any licenses, restrictions, privacy policies or other terms and conditions that govern the use of any Third-Party Services I choose to access, visit or link to while utilizing equipment or other programs available to me through my membership. Boston College does not endorse the use of Third-Party Services and is not responsible for the content or actions of such sites or services, including without limitation how any such Third-Party Services use, secure or access the personal data of any member.

***I HAVE READ THIS CONSENT FORM, AND SIGN TO SHOW THAT I UNDERSTAND AND AGREE:***

Signature (if member/participant/student is 18+): \_\_\_\_\_ Date: \_\_\_\_\_

**If participant/guest is under age 18, the parent and/or legal guardian must sign below:**

I, the undersigned parent and/or legal guardian of the minor listed above, do hereby consent to his or her participation in the program identified above. I, as the parent of the minor and on behalf of the minor, release, hold harmless and agree to indemnify the Trustees of Boston College, and its officers, directors, faculty, staff, representatives, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I or the minor may suffer, or for which the minor may be liable to any other person, related to the minor's use of Boston College facilities and participation in the program (including periods in transit to or from the student's destination), resulting from any cause, including but not limited to ordinary or gross negligence.

**Guest Pass Information (if applicable)**

- Guest must be accompanied by their sponsor at all times in all Campus Recreation facilities.
- Sponsors are responsible for ensuring that their guests comply with all Campus Recreation policies and procedures regarding the use of Campus Recreation equipment and facilities and may be held responsible, financially or otherwise, for the actions of their guests as well as for any damages or loss to equipment or facilities accessed by their guests. Guests may not check out equipment.
- Campus Recreation reserves the right to revoke guest pass privileges at any time.
- Guest Passes are valid on the date purchased only. Guest Pass fees are non-refundable. Guest passes are non-transferable.
- I have read and understand the above stated terms and by signing agree to comply with the same.

**GUEST RELEASE AND INFORMED CONSENT FORM (if applicable):**

In consideration of Boston College's acceptance of my presence as a guest at a Campus Recreation facility (Margot Connell Recreation Center) and of my being permitted to participate in the recreational, athletic and fitness activities, including the use of Campus Recreation facilities and equipment, associated with such membership, I, for myself, my heirs, personal representatives(s) and assigns hereby represent and agree as follows:

1. I understand that my status as a guest is not a part of the academic curriculum or job requirements of Boston College and are completely voluntary on my part. I understand that I may sever my relationship as a guest at any time, without prejudice, by leaving the premises.
2. I fully recognize and understand that there are risks and hazards, both minor and serious, associated with participation in Campus Recreation activities, including but not limited to: cuts, scrapes, bruises, broken bones, muscle strains, pulls or tears, other bodily injuries, heat prostration, blindness, deafness, drowning, heart attacks, temporary or permanent disabilities, paralysis and, even, death.
3. I understand that various Campus Recreation activities require a minimum level of fitness for safe participation. I also understand that Campus Recreation advises that participants, including guests, in Campus Recreation activities have a physical examination to determine their fitness for participation. **I further understand that Boston College does not provide medical, health or other insurance for Campus Recreation members and their guests.**
4. Knowing the dangers, hazards and risks associated with Campus Recreation activities, and with sufficient knowledge of my physical condition and limitations, if any, I voluntarily assume all responsibility and risk of loss, damage, illness and/or injury to my person or property in any way associated with my participation in Campus recreation activities or otherwise in connection with my status as a Campus Recreation guest.
5. I agree to abide by all rules and regulations applicable to participation in Campus Recreation activities.
6. To the fullest extent permitted by law, I hereby release and forever discharge, and agree not to sue and to indemnify and hold harmless, Boston College, Campus Recreation, and their officers, agents, employees and volunteers from and against any and all liabilities, claims, demands and causes of action of any kind on account of any loss, damage, illness or injury to person or property in any way arising out of or relating to my participation in Campus Recreation activities or use of Campus Recreation equipment or facilities, whether due to the negligence, default or other action or inaction of any person or entity.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND INFORMED CONSENT FORM, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. IN THE ALTERNATIVE, IF THE GUEST IS A MINOR, THE SIGNATURE BELOW IS THAT OF A PARENT OR LEGAL GUARDIAN AUTHORIZED TO RELEASE THE MINOR GUEST.

Signature of guest, if 18+ (If applicable, Sign): \_\_\_\_\_ Date: \_\_\_\_\_

Name of participant/guest under age 18 (Print): \_\_\_\_\_

Parent/Guardian of participant/guest under age 18 (Print): \_\_\_\_\_

Parent/Guardian of participant/guest under age 18 (Sign): \_\_\_\_\_ Date: \_\_\_\_\_



This form must be completed by a parent or legal guardian prior to participation in any Boston College Campus Recreation Youth Swim programs.

### I. General Information Concerning Child

Name of Child: \_\_\_\_\_  
(Print Last, First, Middle)

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(MM/DD/YYYY)

Address: \_\_\_\_\_

M or F (circle one)

### II. Parent or Guardian Information:

Name of Responsible Parent/Guardian: \_\_\_\_\_  
(Print Last, First, Middle)

Home Address (if different): \_\_\_\_\_

\_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Business Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Mobile Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

### III. Photographs:

By signing, I give Boston College Campus Recreation permission to record my image, likeness, and/or voice for use in its print and internet publications or productions, including advertising, signage and promotional materials. I also give Campus Recreation permission to use my name, academic class standing and major in any accompanying caption, if applicable. I agree that the photographs and videos are the property of Campus Recreation and hereby release Campus Recreation from any and all claims that I may have from its use of my image or voice.

#### **IV. Consent and Release**

I understand that participation by my child in the Boston College program named above involves a certain degree of risk. I also understand that participation in the Program is entirely voluntary and requires participants to abide by applicable rules and standards of conduct.

I agree that as a condition of my child's participation in an aquatic program, I or my child's guardian will remain in the aquatic area so that I or my child's guardian is able to observe my child's participation for the duration of the program. In the case of an emergency involving my child, and I or my child's guardian did not remain in the aquatic area as is required by the program or are otherwise not able to be contacted in the course of the emergency, my permission is hereby given to the medical provider selected by supervisors of the Program to respond to the emergency and/or arrange for treatment of my child, including hospitalization, anesthesia, surgery, or injections of medication for my child.

Medical providers are authorized to disclose protected health information to the supervisors of the Program, and/or any physician or health care provider involved in providing medical care to my child, including examination findings, test results, and treatment provided for purposes of medical evaluation of the participant, follow-up and communication with the me, and/or determination of my child's ability to continue in the Program activities.

I have carefully considered the risk involved and give consent for my child to participate in these activities. I approve the sharing of the information on this form with program administrators and professionals who need to know of medical situations that might require special consideration for the safety of my child.

I release the Boston College, its employees and volunteers, including, without limitation, those persons having responsibility for the Program from any and all claims or liability arising out of this participation.

Signature of Parent or Guardian: \_\_\_\_\_

Name: \_\_\_\_\_

(Print Last, First, Middle)

Date: \_\_\_\_\_