

WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE

To be signed by minor and adult if the participant is under 18 years of age.

Acknowledgment and Assumption of Risk

The undersigned parent and/or legal guardian and participant (hereafter "participant") does hereby acknowledge that he/she is aware of the dangers and the risks to the participant's person and property involved in participating in using the NDSU Wellness Center's facilities, equipment, programs and services. The participant understands that this activity involves certain risks for physical injury to the participant.

We also understand that there are potential risks which may presently be unknown. Because of the dangers of participating in this activity, the participant recognizes the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in this activity. The participant understands that the State of North Dakota (State) does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the State has no responsibility or liability for injury resulting from this activity.

The undersigned acknowledge, that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.

Waiver of Liability and Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigns, participant forever:

- a. **waives, releases, and discharges the State of North Dakota** and its agencies, officers, and employees from any and all liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant's estate as a direct or indirect result of participation in the activity or event; and
- b. **defend, indemnify, and hold harmless the State of North Dakota**, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participant's actions during this activity or event.

Consent is given for the participant to receive emergency medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

PHOTO AND VIDEO WAIVER

I understand that photos and or video of me may be taken by North Dakota State University on occasion and I hereby grant permission for my name and likeness to be used for any legitimate purpose in any media hereafter developed by North Dakota State University. Absolutely no photos or videos will be taken in locker rooms at any time.

AGREEMENT TO WELLNESS CENTER POLICIES

I agree to abide by and follow the direction of all Wellness Center policies listed in the Wellness Center Member and Participant Policies and Procedures manual, along with the direction of Wellness Center staff. These policies include:

- A valid NDSU ID is required to enter the Wellness Center
- Photos and videos are not permitted in the Wellness Center without advanced, written permission
- Use of cell phone cameras, computer cameras and other video or still recording devices is not permitted without prior approval
- Cell phone users are asked to be respectful of others and to not use them while on equipment or in the locker rooms at any time: phone calls are only permitted in the atrium
- A clean, second pair of shoes is required to enter the Wellness Center
- Personal items should not be left on the floor or equipment
- The Wellness Center is not responsible for lost or stolen items
- Chalk is prohibited except when checked out for climbing wall use
- Weight clips must be used at all times
- Dropping weights is prohibited
- When available, activity space is first-come, first-served
- Disruptive behavior (profanity, fighting, shoving, etc.) will not be tolerated. It is expected that users be courteous to other users and staff
- Wipe down equipment with sanitizing wipes after usage
- Proper footwear is required at all times
- No food is allowed in any activity area at any time
- Beverages are not allowed in any activity area, with the exception of water in closed and re-sealable containers
- Policies not listed here will be enforced by Wellness Center staff: members and users are expected to follow the direction of staff

I understand that this form and that all rights waived will be effective until the end of my membership with the NDSU Wellness Center.

I, the participant, affirm that I am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies** which may otherwise be available to participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

Name of Minor: _____ Age of Minor: _____

Signature of Minor: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____

Printed Name of Parent/Guardian: _____ Date: _____