PARTICIPATION, WAIVER, AND RELEASE OF LIABILITY FORM & Spectator Agreement

Acknowledgment and Assumption of Risk

I am aware of the dangers and the risks to my person and property involved while being present at the NDSU Wellness Center’s facilities, equipment, programs and services. I understand that this activity involves certain risks for physical injury. I understand that equipment, if any, which may be provided for my protection may be inadequate to prevent serious injury. I also understand that there are potential risks of which I may not be presently aware.

Nevertheless, I voluntarily elect to observe this activity with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.

The University does not insure participants in the above-described activity, and participants who want to be covered must obtain their own insurance. The University asserts lack of responsibility or liability for injury resulting from this activity.

Waiver of Liability and Indemnification:
In consideration for being allowed to voluntarily observe the above-referenced activity and/or intramural event, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

a. **waive, release, and discharge the State of North Dakota** and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event; and

b. **indemnify, save, and hold harmless the State of North Dakota** and its agencies, officers, and employees of, from and against any and all claims of any nature including all costs, expenses, and fees arising out of or resulting from my actions during this activity or event.

I hereby consent 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.

Spectator Facility Agreement
I understand that spectators are only allowed in the facility as observers. I agree to not utilize any equipment, activity space, or otherwise except to observe the event taking place in the facility. I understand that I may be removed from the facility if I do not follow this policy. I agree to not take photos while I am in the building.

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 undersigned participant, affirm that I am at least 18 years of age and 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 me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING
Name: (please print)__________________________

Signature: ______________________________________ Date: ____________________ (To be retained by originating department.)