

**NORTH DAKOTA STATE UNIVERSITY WELLNESS CENTER
PARTICIPATION, WAIVER, AND RELEASE OF LIABILITY FORM
*Acknowledgment and Assumption of Risk***

I am aware of the dangers and the risks to my person and property involved while participating in using 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 participate in 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 participate in 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.

PHOTOS AND VIDEOS

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 can be found at <https://wellnessportal.ndsu.edu/Home/Terms>.

I understand that this form and that all rights waived will be effective until revoked. 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) _____ Date: _____

Signature: _____

MINOR INFORMATION

Name: _____ Date of Birth: _____

Minor Signature (when possible): _____