

## ASSUMPTION OF RISK, WAIVER, RELEASE FROM LIABILITY, AND CONSENT FOR EMERGENCY MEDICAL TREATMENT

I desire to participate in Minot State University Wellness Center activities. This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation.

**1. Risk Factors-** I understand and acknowledge that the use of equipment and facilities provided by Minot State University and participation in any Wellness and Recreational activities involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including Minot State University and its agents or from the unavailability of emergency medical care.

**2. Assumption of Risk-** I am participating at my own free will. I understand that my decision to participate in the Wellness Center is entirely voluntary. I assume full responsibility for all risks that may arise out of or result from my participation in the Wellness Center.

**3. Acknowledgement of Policies and Procedures-** I acknowledge that I have read, know, and agree to all of the policies and procedures (listed on the Wellness Center website) relating to my participation in the Wellness Center. I understand that the safe and proper use of all facilities, equipment or participation in the activity is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies of the Wellness Center and of Minot State University. I understand that Minot State University reserves the right to revoke or terminate my participation in the Wellness Center for any violations of these rules, regulations, or policies.

**4. Release, Indemnify, and Defend.** I hereby release, waive, discharge, and hold harmless State of North Dakota, Minot State University, and all of their officers, employees, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in Wellness Center activities. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the Wellness Center.

**5. Prerequisite Skills.** I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in certain Wellness Center activities. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate in the Wellness Center, then I shall direct such questions to the appropriate individuals.

**6. Waiver.** I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.

**7. Payment for Damages.** I agree to pay for any and all damages to any property of Released Party caused by me negligently, willfully or otherwise. I agree to return equipment that I have checked out in the manner it was distributed to me, and I understand that I am financially responsible for late return fees or damages to or loss of the equipment.

**8. Representatives.** I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

**9. Consent for Emergency Treatment-** I consent to medical treatment for emergencies that occur during or are related to my participation in the Wellness Center where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section.

**10. Insurance-** I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Wellness Center. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Wellness Center

**11. Jurisdiction.** This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of North Dakota. The parties agree to use the State of North Dakota for Jurisdiction and the County of Ward as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

**12. Severability.** If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable, the remainder shall be in legal force and effect, to the fullest extent permitted by law.

***I have read and fully understand the Assumption of Risk, Waiver, Release from Liability, and Consent to Emergency Medical Treatment, and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.***

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

### Consent and Release on Behalf of Minor by Parent/Legal Guardian

I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, Release from Liability and Consent to Emergency Medical Treatment in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation in the activity by the minor, and I further consent to emergency medical treatment for the minor.

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_