

# INDIANA WESLEYAN UNIVERSITY

## IWU Recreation and Wellness Center/Troyer Sports Complex and Outdoor Athletic Fields

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY ("Release") **READ CAREFULLY BEFORE SIGNING. DO NOT SIGN UNLESS YOU ARE WILLING TO RELEASE INDIANA WESLEYAN UNIVERSITY (IWU) FROM LIABILITY.**

I, the participant, understand that the activities that take place in the IWU Recreation and Wellness Center, Troyer Sports Complex, and outdoor athletic fields are **hazardous activities**. The activities include but are not limited to swimming, diving, climbing, playing racquetball, running, jogging, walking, jumping, weight training, playing basketball, dodge ball or related activities, and use of related equipment hereafter referred to as "Activities". The hazards inherent in these Activities include but are not limited to head and spinal injuries, eye or ear injuries, slips and falls, rope burns, cuts, concussions, strained muscles, broken bones, objects or persons falling on me, falling on objects or other persons, pulled muscles, near drowning, drowning, rope burns, mental and emotional trauma, and communicable diseases, and other hazards.

I further understand that these Activities involve a risk of serious injury and even death and caution is required. I assume all risks inherent in these Activities including the negligent or deliberate act of another person. I understand that the Activities mentioned above are purely voluntary and I participate in them of my own free will for my personal enjoyment. I am using the equipment and machinery with full knowledge and understanding of the risks involved. I hereby assume and accept any and all risks of injury or damage while participating in these Activities. I represent to IWU that I have the skills and ability to safely participate in these Activities and that any equipment that I furnish is in good condition, order and repair and is fit for and will be used for its intended purpose. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, or other illness that would prevent or inhibit my participation in these Activities.

In consideration of my being permitted by IWU to participate in these Activities I, my heirs, successors, and personal representatives hereby release, discharge, indemnify, and hold harmless IWU, its Board of Trustees, officers, trustees, agents, and employees from any and all claims, actions, suits, costs, expenses, injuries or damages arising out of these Activities.

I certify that I have adequate insurance to cover injury or damage, including damage or loss to personal items, that I may cause or suffer while participating in these Activities, or else I agree to bear the cost of such injury, damage, or loss myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I consent to the provision of emergency medical treatment to the extent that the treatment is necessary in the opinion of a medical professional.

In consideration that the participant is a Minor, this Release remains in full force and effect and that by signing this Release, I affirm that I am the legal guardian of the Minor and agree and consent to this Release on behalf of said Minor. I hereby grant permission and authorize the provision of emergency medical treatment for minors or myself while becoming ill or injured in these Activities.

I have **carefully** read this Release. I fully **understand** the contents herein. I also understand that I can ask questions about this if I want. If any portion of this Release is held invalid, the rest of the document shall continue in full force and effect. The interpretation and performance of this Release shall be construed in accordance with the laws of the State of Indiana, and any litigation arising out of this Agreement shall be venued in the State of Indiana and shall be governed by the laws of the State of Indiana.

**Name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_ (Please Print)

**Signature of Participant:** \_\_\_\_\_ **Contact Information:** \_\_\_\_\_ (If over 18 years of age)

**Name of Guardian/Parent:** \_\_\_\_\_ **Contact Information:** \_\_\_\_\_ (Please Print)

**Signature of Guardian/Parent:** \_\_\_\_\_