

THE UNIVERSITY OF SOUTH DAKOTA WELLNESS CENTER

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT

I understand that the use of the Wellness Center and DakotaDome pool have inherent dangers, and may cause serious injury, damage to me person and/or property, and/or possible death. I fully assume all of the risks associated with the use of the Wellness center, including, but not limited to: negligence in design, maintenance, supervision, instruction or warning; inadequate safety equipment; the negligence of other users of the facility; misuse of the facility or its equipment by myself or others; surface hazards (slips, trips, and falls); collision with fixed or moving objects; and known and unknown physical weaknesses, frailties, diseases, and/or conditions which may cause or contribute to injuries, damages to my person or property, and possible death.

Types of injuries associated with physical activity include, but are not limited to: sprains, strains, contusions, fractures, joint dislocations, concussions, other types of musculoskeletal injuries, heart attacks, strokes, other types of ailments, and in rare cases, death. Furthermore, certain factors may increase the risk of injury. These risk factors include any form of tobacco, alcohol, or drug lifestyle, along with having a family history of any cardiovascular disease. The USD Wellness Center strongly recommends that if any individual has more than one of these risk factors that they seek the advice of a physician before becoming a member and beginning an exercise program. The further reduce the risk of injury; all individuals should begin new exercise programs at low levels of intensity and gradually increase the demands of exercise.

I understand that certain factors may increase the risk of suffering some type of injury. I further understand that I should cease exercising and/or activity and contract my physician if I experience any problems before, during, or after exercise sessions, including, but not limited to: dizziness, fainting or feelings of fainting; impaired vision; pain in the chest, neck, jaw area, or in the arms; shortness of breath; swelling in any of the joints; or unusual fatigue.

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any and all claims or causes of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injury, property damage, property loss, property theft, or death due to my use of the USD Wellness Center's facilities, equipment, and services.
2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my voluntary participation in the Wellness Center activities, including payment of reasonable attorney fees; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name *(Please Print)* _____

Signature _____

Date ____/____/____

RELEASE AUTHORIZATION

I hereby grant The University of South Dakota the non-exclusive rights and license to make, edit and use images, and/or audio for publicity, news, or advertising - to include print, video, broadcast media and the World Wide Web.

I release the University of South Dakota from any and all claims of payment for performance rights, residuals or damages for libel, slander, invasion of privacy, or any claim based on the use of said material.

Please Print

Minor's Name _____ Date of Birth ____/____/____

Guardian's Name _____ Today's Date ____/____/____

Guardian's Signature _____



UNIVERSITY OF
SOUTH DAKOTA