

**UNIVERSITY OF SOUTHERN INDIANA (USI) – RECREATION, FITNESS AND WELLNESS (RFW)
CLUB SPORT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Participant Printed Name: _____	Date Signed: _____
Participant Address: _____	Participant DOB: _____
Participant Contact/Phone Number: _____	USI ID# _____

I, (Participant), hereby acknowledge that I have voluntarily elected to participate in USI Club Sports, (Program), to be held at the University of Southern Indiana (USI) and other Program-related venues, for the 2019-2020 club sport season. **In consideration for being permitted by USI to participate in the Program, I hereby acknowledge and agree to the following:**

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary.

PROMOTIONAL RIGHTS and SOCIAL MEDIA REQUIREMENTS: As a condition of my participation, I hereby grant USI the right to use, for promotional purposes only, any photographs of me taken by USI, its employees or agents, during my participation in the Program. I further understand and agree that USI may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program. Furthermore, I understand and agree to abide by all USI social media related policies and USI RFW media policies.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with USI policies, code of ethics and procedures, including the USI Student Handbook. I further agree to abide by all the rules and requirements of the Program. I acknowledge that USI has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or for any other reason in USI's discretion.

SHARED RESPONSIBILITY FOR SPORTS SAFETY: Participation in a club sport requires an acceptance of risk of injury. Athletes rightfully assume that those who are responsible for the conduct of club sport have taken reasonable precaution to minimize such risk and that their peers participating in the club sport will not intentionally inflict injury upon them. Periodic analysis of injury patterns offers refinements in the rules and other safety decisions. However, to legislate safety via a rule book and equipment standards, while often necessary, seldom is effective by itself; and to rely on officials to enforce compliance with the rule book is as insufficient as to rely on warning labels to produce compliance with safety guidelines. "Compliance" means respect on everyone's part for the intent and purpose of a rule or guideline. I have read the above shared responsibility statement. I understand that there are certain inherent risks involved in participating in club sports. I acknowledge the fact that these risks exist, and I am willing to assume responsibility for such risks while participating in a club sport at USI.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand that as a Participant in the Program and user of the Facilities, I will engage in physical activities including but not limited to practicing, training, observing, and competing in Program events, and that during my participation I could sustain serious personal injuries that protective equipment may be inadequate to prevent such serious personal injury and that participating in such activities may result in serious bodily injury to and including but not limited to heat stroke, concussion, heart attacks or heart injury and injuries to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, damage, or even death as a consequence of not only Releasee's (as defined herein) actions, inactions, negligence or fault but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, improper officiating or refereeing, negligent first aid operations and procedures and I understand that there may be other risks not known to me or not reasonable foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except for as explicitly specified in this Agreement.

I further acknowledge that I have read and understand the Concussion Fact Sheet and am aware of the following information:

1. A concussion is a brain injury for which I am immediately responsible for reporting to USI RFW Club Sport Personnel.
2. A concussion can affect my ability to perform everyday activities, including reaction time, balance, sleep, concentration and classroom performance.
3. It is my responsibility to report to the USI RFW Club Sport Personnel if I receive a blow to the head or body and experience signs or symptoms of a concussion or brain injury, which may include: headache, blurred vision, weakness in one arm or leg, loss of consciousness, stumbling, loss of balance, nausea/vomiting, confusion, memory loss, or change in personality (including irritability and depression). I understand that I must report this immediately and as soon as I am physically capable of doing so.
4. I may notice some symptoms of a concussion immediately, but other symptoms may show up hours or days after the initial injury. It is my responsibility to report any delayed signs or symptoms to the USI RFW Club Sport Personnel.

5. If I suspect a teammate has a concussion, I am responsible for immediately reporting his or her injury to the USI RFW Club Sport personnel.
6. I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion-like symptoms until I am cleared by my primary care provider.
7. Following a concussion, the brain needs time to heal. I am more likely to have a repeat concussion if I return to play before my symptoms resolve. In rare cases, repeat concussions can cause permanent brain injury or death. Because of this, I understand it is important to accurately report all continuing signs and/or symptoms if I have been diagnosed with a concussion.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in Program activities, including but not limited to: sprains, strains, concussions, dislocated bones, broken bones, practicing, training, observing, traveling to and from, and competing in Program events. I understand that there are potential dangers which may expose me to the risk of personal injuries, damage, or even death. I am aware that the Program can involve vigorous activity involving severe cardio-vascular stress and/or violent physical contact. I understand that Program activities involve certain risks, including but not limited to, death, heat stroke, heart attack from Hypertrophic cardiomyopathy (HCM) or other causes resulting in sudden unexpected cardiac death or disabling cardiac symptoms, death or complications from sickle cell disease, concussions, serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs, and that protective equipment may be inadequate to prevent serious injury. I further understand that Program activities involve a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. Furthermore, I understand that potential risks may arise from the following: travel to and from practices, scheduled games, contests and other prior approved events via private vehicle, common carrier, and/or USI owned vehicle, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees (as defined herein), and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE PARTICIPANT, UNLESS THE RISKS ARISE FROM USI'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT,** and I assume full responsibility for my participation in the Program.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** USI, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at USI's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer while playing, practicing or in any other way involved in my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY LOCATION ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

USI expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of USI. I, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Program, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain personal medical insurance during the term of the

Program. I further acknowledge that I am responsible for the cost of any and all medical and health services I may incur not directly related to my participation in the Program.

CONFIRMATION OF RESPONSIBILITY: I understand that my or my parent's health insurance will serve as primary insurance for all injuries and illnesses. The USI excess policy will only apply for athletically-related injuries which occur during an organized and supervised USI Club Sports activity. Any injury sustained before I began as an enrolled student at USI is considered a pre-existing condition and I will be solely responsible for any related expenses incurred in the treatment of said condition. I also understand that I am responsible for any medical or other related expenses incurred due to injury or illness not related to intercollegiate athletic participation at USI.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in Club Sports and that I do not have any undisclosed medical condition that could be aggravated by my participation in my sport. I acknowledge that I am responsible for consulting with my physician if or when during my participation in Club Sports there is any change in my medical condition, or I develop a new medical condition, that could impact my fitness to participate. In such a case, I agree to provide certification from my physician that I am physically and emotionally able to continue to participate in Club Sports. I further attest that I am physically and mentally fit to participate in fitness activities in the fitness centers, and that I am responsible for consulting with my health care provider towards this end.

RESPONSIBILITY FOR REPORTING INJURIES: I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to USI's RFW Club Sport personnel. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to the USI's RFW Club Sport personnel.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program or while traveling. In the event of any medical emergency, I (initial one) **do /do not** authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that USI RFW Club Sport personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that if I experience any condition requiring emergency medical treatment, USI RFW Club Sport personnel may direct that I be transported to the hospital for such care.

RELEASEES ARE HEREBY RELEASED FROM LEGAL RESPONSIBILITY OR LIABILITY, INCLUDING BUT NOT LIMITED TO FERPA AND HIPAA, FOR THE RELEASE OF SUCH RECORDS AND INFORMATION.

I understand that I may revoke this authorization/ consent at any time by notifying the USI RFW Club Sport personnel in writing. Such revocation shall not apply to any use or disclosure of my protected health information allowed prior to receipt of the written revocation. I have read and I understand this authorization. A photocopy of this authorization shall be considered as effective and valid as the original. This authorization/ consent expires twenty-four (24) months from the date it is signed.

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Program, I am doing so independently and that I am not an employee or agent of USI. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from USI for my participation in the Program.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Indiana.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

(Date)

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.** I agree to the foregoing conditions on behalf of my minor child.

(Date)

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Name of Emergency Contact (please print)

Home#: _____

Cell#: _____

Work#: _____

Received by:

(Date)

(Signature)

(Printed Name of Institution Official)