



ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNITY AGREEMENT FACILITY COMMUNITY MEMBERSHIP / RECREATION & WELLNESS CENTER (RWC)

(For Use of University Facilities, Property, Equipment, Staff, and/or Services - For Non-IWU Members)

*** **Please read carefully before signing.** ***

Assumption of Risks

Indiana Wesleyan University ("IWU") provides facilities and services for a variety of activities, including but not limited to: swimming, diving, fitness exercises, classes, climbing wall use, walking, running, biking, weightlifting, racquetball, basketball, and other athletic, social, recreational, or educational activities offered through IWU's Recreation & Wellness Center or other University programs.

This agreement applies to my ongoing participation and use of IWU's Recreation & Wellness Center under a Facility Community Membership, including all future visits made pursuant to that membership.

My use of IWU's property, facilities, equipment, staff, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another but may include, without limitation:

1. Loss, theft, or damage to personal property;
2. **Minor injuries** such as illness, scratches, bruises, sprains, and embarrassment;
3. **Major injuries** such as joint or back injuries, concussions, heart attacks, or psychological trauma or stress;
4. **Catastrophic injuries** including loss of limbs, paralysis, or death.

IWU's indoor swimming pool and climbing wall are specific facilities where an elevated risk of serious or catastrophic injury is present, including permanent bodily injury or death by drowning or falling.

IWU recommends the use of a safety helmet when using the climbing wall and makes helmets available at no cost. Wearing a helmet may reduce, but not eliminate, the risk of head injury.

I have read and understand the risks described above and acknowledge that my participation in any activity using IWU's facilities, property, equipment, staff, or services is voluntary. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of IWU or others.

Media Release

I hereby grant IWU permission to use my name, likeness, or image (or that of my minor child) in photographs, videos, or other media for promotional or educational purposes by the University, without compensation or further authorization.

Waiver of Liability

In consideration of being permitted to use, today and on all future dates, the property, facilities, equipment, staff, and services of Indiana Wesleyan University, I, for myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge, and covenant not to sue** Indiana Wesleyan University, its trustees, directors, officers, employees, agents, and volunteers from any and all liability, including negligence, for personal injury, accidents, illnesses (including death), or property loss arising from or related to my participation in any activity, even as a spectator, while using IWU's property, facilities, equipment, staff, and/or services.

**Indemnification and Hold Harmless**

I further agree to INDEMNIFY AND HOLD HARMLESS IWU from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, INCLUDING ATTORNEYS' FEES, arising from my use of IWU's facilities, property, equipment, staff, and/or services, and to reimburse IWU for any such expenses incurred.

Emergency Medical Treatment

If I require emergency medical treatment, please contact:

Name of Emergency Contact: _____

Home Phone: _____ **Work/Cell:** _____

I consent to emergency medical treatment deemed necessary by a licensed medical provider. I agree that any resulting medical expenses will be my sole responsibility.

Acknowledgment of Understanding

I have read this waiver of liability, assumption of risk, and indemnity agreement. I fully understand its terms, understand that I am giving up substantial rights (including my right to sue), and sign this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

If any portion of this document is held invalid, the remainder shall continue in full force and effect. This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED ALL TERMS OF THIS AGREEMENT.

Signatures

If the participant is 18 years of age or older:

Participant Name (please print): _____

Participant Signature: _____ **Date:** _____

If the participant is not 18 years old:

Participant Name (please print): _____

Name of Parent or Legal Guardian (please print): _____

Signature of Parent or Legal Guardian: _____ **Date:** _____