

**Indiana Wesleyan University
Facility/Swim/Walkers Club Membership**

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY ("Release")

READ CAREFULLY BEFORE SIGNING THIS RELEASE. DO NOT SIGN UNLESS YOU ARE WILLING TO RELEASE INDIANA WESLEYAN UNIVERSITY (IWU) FROM LIABILITY AND AGREE NOT TO SUE.

I, "Participant," understand that my club membership at the University's Recreation and Wellness Center ("RWC") may involve activities including but not limited to: swimming, diving, fitness exercises, swim lessons, use of exercise machines and a climbing wall, running, walking, biking, lifting weights, playing racquetball, playing basketball, and playing other games or sports (hereafter collectively referred to as "Activities"). Inherent in these Activities are risks and hazards that could result in serious injury including but not limited to: head and spinal injuries, eye or ear injuries, dental injuries, slips and falls, cuts, near drowning, drowning, concussions, strained muscles, broken bones, mental and emotional trauma, communicable diseases, and even death.

I understand and agree that my participation in Activities, and my use of any associated Activity equipment, is purely voluntary and of my own free will. Further, my participation in Activities is with the full knowledge, understanding and acceptance of the risks involved. I represent and warrant to the University that I have the skills and abilities to safely participate in the Activities and that any Activity equipment or devices that I may furnish will be in good condition, order and repair and will be used by me for its intended purpose. I declare myself to be physically fit and suffering from no condition, impairment, disease, or other illness that would prevent or inhibit my participation in the Activities.

I hereby assume and accept any and all risks of injury, damage or death while participating in the Activities, including those caused by the negligent or deliberate act of another person. On behalf of myself, my heirs, successors, and personal representatives I hereby release, discharge and agree to indemnify, and hold harmless (IN OTHER WORDS, AGREE NOT TO SUE) IWU, its Board of Trustees, officers, trustees, agents, and employees from any and all claims, actions, suits, costs, expenses, injuries or damage arising out of the Activities (IN OTHER WORDS, I CAN'T SUE FOR ANYTHING THAT HAPPENS TO ME WHILE DOING OR WATCHING THE ACTIVITIES OR EVEN JUST BEING NEAR ENOUGH TO THEM TO GET HURT) whether or not caused by the negligence or other fault of IWU (EVEN IF IWU OR ITS EMPLOYEES, STUDENTS OR GUESTS ARE NEGLIGENT OR CARELESS).

If I require emergency medical treatment, please contact:

Name of Emergency Contact Person: _____

Home Phone: _____

Work/Cell: _____

I consent to the provision of emergency medical treatment to the extent that the treatment is necessary in the medical opinion of the licensed doctor rendering the treatment. I also agree that any medical expenses that I might incur due to my involvement in the Activities will be my sole responsibility.

I have carefully read this Release and before signing it I was provided the opportunity to have any questions I may have had resolved. I fully understand the contents of this Release and its effects. If any portion of the 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 constructed 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.

I affirm that I am at least 18 years old.

Participant's Name: _____
Please print

Signature of Participant: _____

Date: _____

GUARDIAN'S CONSENT (required if Participant is under 18 years old)

I am the parent/guardian of the above-mentioned (minor) Participant. I approve and consent to the foregoing on his/her behalf. I affirm that I have the legal right to issue such consent.

Name of Guardian/Parent: _____
Please print

Contact Information: _____

Signature of Guardian/Parent: _____

Date: _____