UNIVERSITY OF NORTH DAKOTA WELLNESS CENTER
ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION,
AND MEDICAL/FERPA RELEASES

Special Event Waiver

I acknowledge and understand that the use of the University of North Dakota Wellness Center and participation in its programs and activities have inherent dangers, and may cause death, serious injury, and/or damage to my person and/or property. 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 (including 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 death, injuries, and damages to my person or property.

I acknowledge that the Wellness Center does not require a medical exam or certification of physical ability as a condition to the use of the facility or any program or activity at the Center.

I understand that all Wellness Center programs and activity involve certain risks for physical injury. I also understand that there are potential risks of which I may not presently be aware. Because of the dangers of participating in Wellness Center programs and activities, I recognize the importance and agree to fully comply with the applicable laws, policies, rules and regulations, and any instructions regarding my participation in Wellness Center programs and activities.

I understand that the Wellness Center does not insure participants in its programs and activities, that any coverage would be through personal insurance, and the State of North Dakota has no responsibility or liability for injury resulting from my participation in Wellness Center programs and activities.

I voluntarily elect to participate in Wellness Center programs and activities with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.

In consideration for being allowed to voluntarily participate in Wellness Center programs and activities, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

a. waive, release, and discharge the State of North Dakota and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in Wellness Center programs and activities; and

b. defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys’ fees, which in any manner result from my actions during my participation in Wellness Center programs or activities.

This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during Wellness Center programs or activities.

I hereby grant the UND Wellness Center permission to use my likeness in a photograph in any and all of its publications, including, illustration, advertising and web content. This authorization is intended to constitute a release under the Family Educational Rights and Privacy Act of 1974, as amended. I understand and agree that these materials will become the property of the UND Wellness Center and will not be returned. I hereby authorize the UND Wellness Center to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the UND Wellness Center or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears now or in the future, whether the use is known to me or unknown. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I, the undersigned, affirm that I am at least 18 years of age and am freely signing this agreement. I have read this form and fully understand that by signing it I am giving up legal rights and/or remedies that may otherwise be available to me regarding any losses I may sustain as a result of my participation in Wellness Center programs and activities. I agree that if any portion of this form is held invalid, the remainder will continue in full legal force and effect.

Student/Member Name (Please Print): ___________________________ UND I.D. #: ___________________________

Signature/Member Signature: ___________________________ Date: ___________________________
LIABILITY RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE

This is a legally binding Release, made by me, __________________________, the parent/guardian of __________________________, ("Child") to the University of North Dakota. ("University").

I recognize that there are dangers and risks to which my Child may be exposed by participating in the UND Student Wellness Center programs, services and activities. ("Activity"). I understand that the University does not require my Child to participate in this Activity, but that it is my wish that he/she to do so, despite the possible dangers and risks and despite this release.

I therefore agree to assume and take on myself all of the risks and responsibilities in any way associated with this Activity. In consideration of and in return for the services, facilities, and other assistance provided to my child by the University, I release and hold harmless the University, its officers, and its members, from any and all liability, claims, and actions that may arise from injury or harm to my Child, from his/her death or from damage to his/her property in connection with this Activity. I understand that this Release covers liability, claims, and actions caused entirely or in part by any acts or failures to act of the University, its officers, and its members, including, but not limited to, negligence, mistake, or failure to supervise. I further agree to save and hold harmless, indemnify, and defend the University, its officers, and its members from any claim by my Child or my Child's family, arising out of my Child's participation in the Activity.

I recognize that this Release means I am giving up, among other things, rights to sue the University, its officers, and its members for injuries, damages, or losses my Child may incur. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself.

I have read this entire Release, I fully understand it, and I agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY BEFORE SIGNING

(Parent's/Guardian's signature)

Date

WELLNESS CENTER
UNIVERSITY OF NORTH DAKOTA