University of North Dakota Wellness Center
Assumption of Risk, Release, and Covenant Not to Sue

I understand that the use of the Wellness Center has 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.

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 use, being male and age of 45 or older, being female and age 55 or older, having a relatively inactive (not exercising regularly) lifestyle, and having a family history of any cardiovascular disease. The UND Wellness Center strongly recommends that if any individual has more than one of these risk factors that they seek the advise of a physician before becoming a member and beginning an exercise program. To 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 contact 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.

In consideration of permission to use the facilities and equipment and avail myself of staff and services at the UND Wellness Center, I hereby release the UND Wellness Center, the University of North Dakota, Affiliates of the University of North Dakota, the State Board of Higher Education, and the State of North Dakota, as well as their employees, agents, and volunteers from any and all claims for injury, property damage, property loss, property theft, or death due to my use of the UND Wellness Center’s facilities, equipment, and services.

I further agree that I will not sue the UND Wellness Center, the University of North Dakota, Affiliates of the University of North Dakota, the State Board of Higher Education, and the State of North Dakota, as well as their employees, agents, and volunteers for any claim for damages arising or growth out of my voluntary participation in UND Wellness Center activities.

I understand for use of the demo kitchen, Culinary Corner, the following risks are present: fires and possible burns, cuts from knives and other utensils, possible foodborne illness.

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 agree for myself and my heirs, executors, administrators, legal representatives, assigns, and successors in interest that the above representations, acknowledgements, releases, and covenants are contractually binding, and that should I, or my heirs, executors, administrators, legal representatives, assigns, or successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties, in defending any such claim.

I understand that this assumption of risk, release, and covenant not to sue shall be effective until revoked by me in writing.

I hereby acknowledge that UND 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.

_________________________    _________________
Student /Member (Please Print)      UND I.D. #

_________________________    _________________
Student/Member Signature      Date