

# IDAHO STATE UNIVERSITY WELLNESS CENTER

## Registration Form/Assumption of Risk and Release of Liability Waiver

**THIS IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ AND UNDERSTAND THIS RELEASE BEFORE SIGNING THE REGISTRATION FORM.**

### Definitions

- “*Training Program*”: an ISU Wellness Center fitness assessment, personal training, or small group training program offered at the University (defined below).
- “*Resource*”: any program, service, facility, or equipment in the Fitness Program.
- “*University*”: Idaho State University.
- “*User*”: a person to whom University grants a privilege to use any Resource subject to this document’s arrangement.

### Assumption of Risk

In exchange for University granting to User a privilege at the University to use any Resource, I, the signing party, voluntarily assume any risk involved in connection with User participating in or using that Resource. I understand that University staff may not directly supervise User’s Fitness Program activity and by participating in or using any Resource, User becomes subject to a risk of injury including, without limitation: any temporary or permanent muscle soreness; sprain; strain; cut; abrasion; bruise; damaged ligament or cartilage; injured head, neck or spine; lost use of any arm or leg; eye damage; disfigurement; drowning; or death. I also recognize that any foreseeable or unforeseeable risk of injury or death may occur as a result of User’s participation in or use of the Fitness Program (including any Resource that is not specifically listed). Further, I recognize than any other Fitness Program user’s action may cause harm or loss to User’s person or property.

### Release of Liability

I release the State of Idaho, the University, and each employee, agent or representative of the University (collectively, the “*UNIVERSITY GROUP*”) from any liability, claim, cost, expense, injury or loss – even if resulting from any negligent UNIVERSITY GROUP act – that User sustains as a result of participating in or using any Resource. I also release the UNIVERSITY GROUP from liability arising from any loss or damage that any other Fitness Program user causes to User’s person or property.

If any legally authorized tribunal determines any part or portion of this Assumption of Risk and Release of Liability to be invalid or unenforceable, then each remaining part or portion is enforceable. I am aware this Assumption of Risk and Release of Liability binds legally both the UNIVERSITY GROUP and me and I sign it of my own free will.

Name (Printed): \_\_\_\_\_

Name (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

(If a minor [i.e., age 16 – 17 years], signature of Parent/Legal Guardian. Please obtain a notary seal at the time of signing this registration form.) **NO ONE UNDER 16 YEARS OF AGE IS ALLOWED IN THE GROUP EXERCISE CLASSES.**

**NOTE:** The University strongly encourages each prospective Fitness Program participant to consult with a physician before participating in any physical activity to determine any potential condition that may adversely affect that prospective participant Fitness Program activity. The University encourages any person having any pre-existing condition to wear a medical alert bracelet or neck tag indicating any appropriate medical information. The University strongly recommends each participant to have a medical insurance policy – either through any University offered plan or through a non-University agency – that covers any injury or illness that occurs due to participation in or use of the Fitness Program including any Resource. If the signing party has any question regarding this document’s language or details before signing, please contact the Wellness Center (Reed #205A) at 282-2117.