

# Offices of Recreation and Health and Wellness Informed Consent Waiver and Release of Liability

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The Department of Recreation and Wellness, through its Student Recreation Center (SRC) and Perry Field House (PFH), provides for activities such as weight lifting, running, swimming, diving, aerobic activities, classes, and other sporting activities. These activities involve strenuous exertions of strength using various muscle groups, some involve quick movements using speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death. I understand and appreciate that the activities and programs at the SRC and PFH carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I also understand that there is an inherent risk of exposure to contagious diseases such as COVID-19, which exists in any public place where people are present. I acknowledge that I assume the risk of illness caused by contagious diseases.

Waiver of Liability and Indemnification: In consideration of permission to use today and on all future dates, the property, facilities, staff, equipment, services, and programs of the Department of Recreation and Wellness, **I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and agree not to sue the State of Ohio, Bowling Green State University and its governing board, officers, employees, and agents ("Releasees") from any and all liability** for any harm, injury, damage, claims, demands, of any kind, actions, causes of action, costs and expenses that I may have or that hereafter may accrue to me, arising out of any loss, damage, or injury, including death, that may be sustained by me or any loss or damage to any property belonging to me, whether caused by negligence, misfeasance, or nonfeasance of Releasees or otherwise while in or upon premises or equipment of the SRC or PFH or engaged in any activity or program offered at the Department of Recreation and Wellness.

I also agree to **INDEMNIFY AND HOLD** Releasees **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from any participation in or involvement with any program or activity at or associated with the SRC or PFH and to reimburse Releasees for any incurred expenses. I further agree to comply with the stated and customary terms and conditions of participation and agree that if any unusual or significant hazard is observed, my activities will be discontinued and I will immediately bring such a matter to the attention of the nearest official.

**Acknowledgement of Understanding:** I have read the Agreement, fully understand its terms, and understand that it affects my legal rights. I am signing this Agreement knowingly and voluntarily, and intend for it to be a complete and unconditional release of liability to the greatest extent allowed by law.

## THIS DOCUMENT WILL BE CONSIDERED EFFECTIVE FROM THIS POINT FORWARD

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

I am the parent or guardian of the person under 18 and my signature above provides consent for the person listed below. I understand that I am responsible for the person listed below:

Print Name of Child: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Print Name of Child: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Print Name of Child: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Print Name of Child: \_\_\_\_\_ Birth Date: \_\_\_\_\_