

Agreement, Risk Acknowledgement and Waiver of Liability

I understand that Stetson University does not require me to participate in Stetson University activities, events, programs, recreational and intramural sports. My participation in these activities, events, programs and sports is completely voluntary. I understand that it is my responsibility to determine which activities I am physically capable of participating in, and may choose or decline to do any activity, program, event or sport at any time.

Liability Waiver:

In consideration for the opportunity to participate in the Recreational and Intramural Sports programs, as well as the activities and programs offered through the Hollis Center, to include the Fitness and Cardio Room, Aerobics Room, Field House Gym, Pool, Lounge Area, and Outdoor Fitness Classes, and to use the associated equipment, facilities and machinery (the "Activities"), with full knowledge and acceptance of the risks involved, I, along with my heirs, assigns, executors or personal representatives, hereby release and hold harmless, waive, discharge, and covenant not to sue Stetson University, Inc., its faculty, staff, officers, trustees, representatives, chaperones, employees, coaches, volunteers, and agents ("Releasees") from all manner of action and actions, cause and causes of action, suits, claims, liabilities, or demands of any nature, including, without limitation, **claims of Stetson University's negligence**, resulting from any physical or psychological injury (including paralysis and death), illness, damages, property loss, or economic or emotional loss resulting from my participation in the Activities, including travel to, from and during the Activities.

Risk Acknowledgement & Assumption:

I understand and am aware that strength, flexibility, fitness and aerobic exercise programs, and the use of sports and exercise equipment, as well as sports activities and pool facilities are potentially hazardous activities. I UNDERSTAND THAT THE DANGERS AND RISK OF THE ACTIVITIES COULD RESULT IN PHYSICAL OR PSYCHOLOGICAL HARM AND THE DANGERS AND RISK MAY INCLUDE, BUT ARE NOT LIMITED TO: BROKEN BONES OR DISLOCATIONS, MUSCLE STRAINS/SPRAINS OR TEARS, BRUISES, LACERATIONS, PUNCTURES, CONCUSSIONS, HEAT STROKE/EXHAUSTION, JOINT OR NECK/BACK INJURIES, HEART ATTACK, PARALYSIS, STROKE, DROWNING, OR DEATH. I further understand and acknowledge that the dangers and risks of playing or practicing these Activities may result not only in injury, but serious impairment of my future abilities to earn a living, to engage in other business, social, and recreational activities, and generally to enjoy life. I understand that these injuries or outcomes may arise from my own or others' actions, inaction, or negligence; conditions related to travel; or the condition of the activities location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the Activities, including travel to, from, and during the Activities..

Intramural Sports & General Facilities Use:

It is the responsibility and decision of each participant to participate only in those Activities for which he/she has the prerequisite skills, qualification, preparation, physical capability & agility, and/or training. Stetson University does not warrant or guarantee in respect the competency or mental or physical condition of any instructor, supervisor, official, leader, volunteer, referee, umpire, or individual participant in any intramural or recreational sports activities. THE UNIVERSITY ALSO DOES NOT WARRANT OR GUARANTEE IN ANY RESPECT THE PHYSICAL OR WORKING CONDITION OF ANY OF THE EQUIPMENT, FACILITIES AND MACHINERY USED IN CONNECTION WITH INTRAMURAL SPORTS PROGRAMS, OUTDOOR FITNESS CLASSES AND THE ACTIVITIES AND PROGRAMS OFFERED THROUGH THE HOLLIS CENTER, TO INCLUDE THE FITNESS CENTER/CARDIO ROOM, AEROBICS ROOM, FIELD HOUSE GYM, POOL AND LOUNGE AREA, AND EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES SURROUNDING THE PERFORMANCE OR USE OF SUCH EQUIPMENT, FACILITIES AND MACHINERY. THIS DISCLAIMER AND EXCLUSION INCLUDES ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS, FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in intramural sports, or any of the activities and programs of the Hollis Center Fitness and Cardio Room, its various facilities, or use of its equipment and machinery. I hereby acknowledge that it is recommended that I obtain a physician's approval for my/our participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I/we have an annual or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I/we might have recommendations concerning sports and fitness activities and equipment use.

I/we hereby understand the importance of having a physical examination and physician's approval prior to participating in any exercise, fitness or sports programs for my own health and safety, and do hereby assume all responsibility for my decision to do so, and my/our participation in said activities, and utilization of equipment or machinery in my activities.

Medical Coverage:

I acknowledge that Stetson University does not carry health or accident insurance to cover them for these voluntary activities, and I understand and agree that coverage and payment for medical treatment or injury related costs are my responsibility or the responsibility of my legal guardian. By participating, I acknowledge that I have adequate medical coverage for any Activities I will or I am are participating in..

Emergency Treatment:

I hereby consent and give my permission that the participant may be treated for emergency medical care and first aid by a medical facility and/or university personnel. The authority and release granted in the preceding sentence shall include the right (at the sole discretion of Stetson University) to place me, at my own expense, without any further consent if deemed an emergency, in a hospital or with an emergency medical provider for emergency medical services and treatment, or if no emergency provider is readily accessible, with a local medical doctor or medical provider for treatment as available, to include any first aid treatment offered or implemented by Stetson University staff. I agree to assume all costs related to such treatment, including transportation costs. I further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an injury or illness incurred while I am participating in any activity. I hereby release Stetson University, its agents, officers, trustees, staff, instructors, and volunteers from any liability for any such decisions or actions as may be taken by them in connection with any treatment or first aid provided above in connection with the Activities.

Instructions for Use of Equipment:

I also acknowledge that I/we have received or have been given the opportunity to receive Hollis Center fitness equipment orientation, and any questions that I/we had regarding said equipment or the above programs were answered to my full satisfaction. Furthermore; I understand that if I/we have additional questions or any concerns regarding the Hollis Center programs, activities or use of its equipment, that it is my/our responsibility to consult with Hollis Center personnel prior to participating in such a program, or prior to utilizing any equipment.

Indemnification:

I agree to indemnify and hold Stetson University and its Releasees harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by Stetson University or its Releasees as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against Stetson University or its Releasees to recover any losses, liabilities, costs, damages or expenses which arise during or result from my participation in the Activities, regardless of whether or not caused in whole or in part by the negligence or other fault of Stetson University.

I agree that this document shall be governed for all purposes by Florida law, without regard to such law on choice of law.

Participant Name: _____ (please print)

Signature: _____ Date: _____

Stetson 800# : _____ Date of Birth: _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Parent/Guardian Signature if Participant under 18 _____ Date _____

Please circle one: Student Faculty Staff Alumni Dependent Guest

Stetson University – Wellness & Recreation

COVID-19 Informed Consent

Stetson University is committed to a safe environment that fosters collaborative learning and intellectual pursuits for its community. The health and well-being of Stetson University employees, students, and community members are of paramount importance. This document clarifies guidance to assist our community in returning to wellness and recreation activities to in-person, on-campus activities during the COVID-19 pandemic.

Stetson University and the Stetson University Wellness and Recreation Department, cannot prevent community members from becoming exposed to, contracting, or spreading COVID-19 on or off campus. Controls have been implemented to slow the transmission of COVID-19 by establishing recommendations to minimize the risk of exposure and mitigate the effects of the virus within the recreational and campus communities.

By signing this document, I acknowledge:

I understand that it is my responsibility to determine which activities I am physically capable of participating in, and may choose or decline to do any activity, program, event or sport at any time.

I understand that virtual resources are available for me to use if I do not feel comfortable participating in in-person activities, events, and programs or if I am at an increased risk for severe illness resulting from COVID-19.

I understand that I will be required to complete COVID-19 symptom monitoring prior to entering Stetson University's Wellness and Recreation facilities and prior to engaging in any activities, events, programs, recreational and intramural sports.

I understand that I should not enter the Stetson University's Wellness and Recreation facilities or engage in any activities, events, programs, recreational and intramural sports if I am ill, experiencing COVID-19 symptoms, or have a known COVID-19 exposure and have been instructed to quarantine.

I understand that I will be asked to follow physical distancing practices, maintaining a distance of at least six feet apart from others.

I understand that, to control facility capacity, reservations may be required.

I understand that facility and equipment use may be restricted as a preventative measure.

I understand that the use of face coverings may be required for my participation in Stetson University Wellness and Recreation activities, events, programs, recreational and intramural sports.

I understand that as the COVID-19 pandemic evolves, participation requirements and safety precautions may be altered. I understand that it is my responsibility to remain educated and aware of the requirements for participation and facility use and ensure compliance with those guidelines.

I understand that exercise related activities may create circumstances, such as the discharge of respiratory droplets or person-to-person contact, in which COVID-19 can be transmitted.

I am informed that the Stetson University Wellness and Recreation Department has implemented preventative measures intended to reduce the spread of COVID-19. However, I understand that COVID-19 is a highly contagious virus and it is possible to develop and contract the COVID-19 virus even if I follow all of the safety precautions above and those recommended by the CDC, local, state and federal health and medical professionals.

I hereby acknowledge and assume the risk of becoming infected with COVID-19 through these activities, events, programs and sports which are completely voluntary.

Participant Name: _____ (please print)

Signature: _____ Date: _____

Stetson 800# : _____