

## KINESIOLOGY

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ (“Participant”), (or on behalf of my minor child) hereby acknowledge that Participant has voluntarily elected to participate in the testing described herein that will take place in the Augustana College Kinesiology Fitness Clinic (hereinafter “Testing Program”). **In consideration for being permitted by Augustana College (“Institution”) to participate in the Testing Program, I hereby acknowledge and agree to the following:**

**ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and voluntary.

**RULES AND REQUIREMENTS:** I agree to abide by all the rules and requirements of the Testing Program. I acknowledge that Institution has the right to terminate my participation in the Testing Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Testing Program, or for any other reason in Institution’s discretion.

**INFORMED CONSENT:** I understand that the Testing Program consists of Exercise Testing, which includes one or both of the following tests:

- a. Cardiovascular treadmill testing with HR and blood pressure monitoring
- b. Body composition testing.

I am hereby informed that underlying cardiovascular problems could be detected.

I have been informed of and I understand the various aspects of the Testing Program. I understand that as a Participant in the Testing Program, I will be participating in one or both of the above tests, which may expose me to the risk of personal injuries, illness, damage, or even death. I am aware that the Testing Program can involve vigorous activity on a stationary bicycle or treadmill, which can result in severe cardio-vascular stress and other injuries. I understand that Testing Program activities involve certain risks, including but not limited to, fatigue, dizziness or nausea, feelings of claustrophobia, muscle/joint soreness or pain, sudden heart attack, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs. If the Testing Program is conducted on a treadmill or stationary bicycle, I understand that this involves a risk of falling off the equipment, which can cause serious and even fatal bodily injury. In addition, I understand that participation in the Testing Program involves the possible reckless conduct of other participants.

**ASSUMPTION OF RISK: I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THE RISKS ARISE FROM THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT,** and I assume full responsibility for my participation in the Testing Program.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE INSTITUTION,** including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Institution’s direction (collectively referred to as “Releasees”), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, illness, damage or death that I may suffer relating to my participation in the Testing Program, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES,**

**UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE TESTING PROGRAM , OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Institution expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of Institution. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of actions of any third party who is not a Releasee.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of my participation in the Testing Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Testing Program, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

**PERSONAL MEDICAL INSURANCE:** I verify that I have personal medical insurance while participating in the Testing Program. I further acknowledge that I am responsible for the cost of any and all medical and health services I may incur not directly related to my participation in the Testing Program. I understand that my or my parent's health insurance will serve as primary insurance for all injuries and illnesses resulting from or related to the Testing Program. Any injury sustained, or illness contracted, before I began the Testing Program is considered a pre-existing condition and I will be solely responsible for any related expenses incurred in the treatment of said condition. I also understand that I am responsible for any medical or other related expenses incurred due to injury or illness not related to the Testing Program.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I am physically and mentally fit to participate in the Testing Program and that I do not have any undisclosed medical condition(s), including injuries and illnesses, that could be aggravated by my participation.

**RESPONSIBILITY FOR REPORTING INJURIES:** I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to immediately report all injuries and illnesses to the supervising professor. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also immediately disclose any future conditions to the supervising professor.

**MEDICAL TRANSPORT:** I understand that in the event that I experience any condition requiring emergency medical treatment, Institution may direct that I be transported to the hospital for such care.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Illinois.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.**

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

\_\_\_\_\_  
(Printed Name of Participant)

**Signature of Parent/Guardian for Participants Who Are Minors:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES. I agree to the foregoing conditions on behalf of my minor child.

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

**Received by:**

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

\_\_\_\_\_  
(Printed Name of Institution Official)