



DEPARTMENT OF KINESIOLOGY AND SPORT

HUMAN PERFORMANCE TESTING

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

I, _____ ("Participant"), desire to participate in one or more of
[Print Name]

the Department of Kinesiology and Sport's Human Performance tests, specifically [list each test]
_____ ("Program") on
[insert date] _____.

I acknowledge that my participation is elective and voluntary. In consideration for being allowed by the University of Southern Indiana (USI) to participate in the Program, I acknowledge and agree to the following conditions:

RULES AND REQUIREMENTS: USI may terminate my participation in the Program if it is determined that my conduct violates any rule or requirement of the Program, is detrimental to the best interests of the Program, or for any other reason in the USI's discretion.

CERTIFICATION OF FITNESS TO PARTICIPATE: I am physically and mentally fit to participate in the Program and do not have any medical record or history that could be aggravated by my participation.

INFORMED CONSENT: I have been informed of and understand the nature of the Program. I assume full responsibility for my participation in the Program and use of the USI's facilities. I know that, by participating in the Program, I could sustain personal injuries, some of which could be serious. My participation in the Program may result in serious bodily injury to me, including heart attacks or heart injury, and other injuries as a consequence of not only Releasee's (as defined herein) actions, inactions, negligence or recklessness, but also the actions, inactions, negligence or recklessness of others, conditions of the equipment, facility conditions, weather conditions, and/or negligent first aid operations. I further understand that the risks associated with the Program include, but are not limited to, muscle strains, sprains, cuts, contusions, abrasions, concussions, broken bones, bone fractures, and in some extreme cases long-term injuries, including but not limited to limited to the musculoskeletal, nervous, respiratory and/or urinary systems, and/or death. There may be risks not known to me or not reasonably foreseeable. Any injury, illness, damage, disability, or death that I may sustain during or as a result of this Program is my sole responsibility, except as expressly stated otherwise in this Agreement.

For Female Participants: If I participate in the Program while pregnant, I further acknowledge that I have read and understand the following information:

1. I understand that assessing the risk of intense, strenuous physical activity in pregnancy is difficult and there are risks which may result in harm or even death to me or my unborn child.

2. I understand that participating in the Program while pregnant can result in injury to me or to my unborn child, including but not limited to serious bodily injuries including serious injury to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, damage, sprains, cuts, contusions, abrasions, concussions, broken bones, bone fractures, and in some extreme cases long-term injuries, including but not limited to brain damage that may result in mental and emotional disabilities, and/or physical damage, including but not limited to the musculoskeletal, nervous, respiratory and/or urinary systems, and/or death, and that protective equipment may be inadequate to prevent serious injury.

3. In addition, I understand that there are risks to the fetus associated with increased core body temperatures that may occur with exercise, especially in the heat. The American College of Sports Medicine discourages heavy weight lifting or similar activities that require straining or valsalva. I further understand that exercise in the supine position after the first trimester may cause venous obstruction and conditioning or training exercises in this position should be avoided. I also understand that sports with increased incidences of bodily contact are generally considered higher risk after the first trimester because of the potential risk of abdominal trauma. I understand that my ability to participate in the Program may also be compromised due to changes in physiologic capacity and musculoskeletal issues unique to pregnancy. In light of these risks, the American College of Obstetrics and Gynecology states that athletes can remain active during pregnancy but need to modify their activity as medically indicated and require close supervision.

4. I understand that there may be additional risks that are unknown and unforeseeable at this time.

ASSUMPTION OF RISKS: There are potential dangers incidental to my participation in the Program, including risks of damage, bodily injury, and possibly death. Potential dangers may result from practicing, training, observing, and competing in Program events. Potential dangers may also stem from weather conditions, facility conditions, equipment conditions, negligent first aid operations, procedures of Releasees (as defined herein), and other risks that are unknown at this time. Risks may result from the Program's activity itself, from the acts of others, from use of the equipment or facilities, or organization of or unavailability of emergency medical care. Participation in the Program involves activities incidental thereto and the possible reckless conduct of other participants. 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.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO HOLD USI, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at USI's direction (collectively referred to as "Releasees"), responsible 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 attorney's fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE ON, UPON, OR IN TRANSIT TO/ FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM OCCURS OR IS BEING CONDUCTED.

USI expressly disclaims liability for actions of third parties, including but not limited to participants, students, agents or volunteers who are not acting under the direction and control of USI. I 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, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

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

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 (including attorneys' fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the 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.

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 (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, recklessness, or intentional misconduct during or related to the 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 AND COSTS) TO THE FULLEST EXTENT PERMITTED BYLAW.

PERSONAL MEDICAL INSURANCE. I have my own personal medical insurance and am responsible for the cost of any and all medical services that I may require as a result of participating in the Program, except for medical costs arising from an injury that I sustain that is the direct result of Releasees' gross negligence or intentional misconduct.

MEDICAL CONSENT: Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) do _____/do not _____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that USI personnel deem necessary for my safety and protection. Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, USI may direct that I be transported to the hospital for such care.

PROMOTIONAL RIGHTS: USI has the right to use, for promotional purposes only, any photographs of me taken by USI's employees or agents, during my participation in the Program. USI may use any statements or quotes attributed to me in my evaluation of the Program for marketing purposes.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Indiana.

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.

Date: _____

(Signature of Parent/Guardian)

(Printed Name of Parent/Guardian)

Revised by RM: July 2018

CONCUSSION SAFETY

WHAT STUDENT-ATHLETES
NEED TO KNOW

What is a concussion?

A concussion is a type of traumatic brain injury. It follows a force to the head or body and leads to a change in brain function. It is not typically accompanied by loss of consciousness.

How can I keep myself safe?

1. Know the symptoms.

You may experience ...

- Headache or head pressure
- Nausea
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light or noise
- Feeling sluggish, hazy or foggy
- Confusion, concentration or memory problems

2. Speak up.

- If you think you have a concussion, stop playing and talk to your coach, athletic trainer or team physician immediately.

3. Take time to recover.

- Follow your team physician and athletic trainer's directions during concussion recovery. If left unmanaged, there may be serious consequences.
- Once you've recovered from a concussion, talk with your physician about the risks and benefits of continuing to participate in your sport.

How can I be a good teammate?

1. Know the symptoms.

You may notice that a teammate ...

- Appears dazed or stunned
- Forgets an instruction
- Is confused about an assignment or position
- Is unsure of the game, score or opponent
- Appears less coordinated
- Answers questions slowly
- Loses consciousness

2. Encourage teammates to be safe.

- If you think one of your teammates has a concussion, tell your coach, athletic trainer or team physician immediately.
- Help create a culture of safety by encouraging your teammates to report any concussion symptoms.

3. Support your injured teammates.

- If one of your teammates has a concussion, let him or her know you and the team support playing it safe and following medical advice during recovery.
- Being unable to practice or join team activities can be isolating. Make sure your teammates know they're not alone.

No two concussions are the same. New symptoms can appear hours or days after the initial impact. If you are unsure if you have a concussion, talk to your athletic trainer or team physician immediately.