

**South Dakota State University – Wellness Center  
Assumption of Risk, Waiver of Liability, Indemnification and  
Release Agreement, and Consent to Medical Treatment**

IN CONSIDERATION of allowing the below participant to participate in any way in the activities and/or being permitted to enter any related premises, each of the undersigned, on behalf of themselves, their executors, administrators, heirs, next of kin, successors, personal representatives and assigns, hereby voluntarily agree that:

- a. The participant agrees that if at any time they believe something to be unsafe, it will be brought to the attention of a University representative.
- b. The participant voluntarily assumes full responsibility for the risk of physical discomfort, fatigue, muscular soreness, pulled or strained muscles, collision with other participants, falls, overuse injuries, heat stress, drowning, bodily injury, death or property damage, or any other injury due to the actions or negligence of the State of South Dakota, the South Dakota Board of Regents, and South Dakota State University, their officers, employees, representatives, or agents (hereinafter, "Releasees") or otherwise, while in or upon the premises, use of equipment or participating in activities. The participant recognizes and understands that there are risks and dangers associated with participating in the activities. Further the risks and dangers may be caused by the actions or negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the activities, entry into the premises, or use of equipment are assumed and notwithstanding.
- c. The participant waives, releases and discharges the Releasees from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to the participant and their estates.
- d. The participant indemnifies, saves and holds harmless the Releasees and each of them personally from and against any and all liabilities, loss, damage, causes of actions and claims arising from the participant's participation in the activities identified herein or presence in premises, whether caused by the Releasees, the participant, or otherwise.
- e. Participant further agrees to abide by all federal and state laws, as well as SDBOR and University policies, rules and regulations, and participant is responsible for being familiar with the laws, policies, rules and regulations.
- f. The participant gives permission for the South Dakota Board of Regents and South Dakota State University (collectively "University") to record, videotape, audiotape, photograph, edit or otherwise reproduce my voice, image or likeness, and to use it perpetually in various formats for the purposes within the University's mission. (Initial) No \_\_\_\_\_ Yes \_\_\_\_\_

The participant hereby consents to receive any medical treatment that may be deemed advisable in the event of injury, accident or illness during this activity.

I, stating that I am 18 years of age or older and competent to execute this Agreement, have read and voluntarily sign this Assumption of Risk, Waiver of Liability, Indemnification and Release Agreement, and Consent to Medical Treatment, fully understand its terms and understand that I have given up substantial rights by signing it, sign it freely and voluntarily without any inducement, assurance, or guarantee being made and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that failure to witness or notarize this Agreement shall not affect its validity.

Name of Participant \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature I HAVE READ THIS RELEASE \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email: \_\_\_\_\_

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**For Minors:** The minor and parent or guardian hereby consent to receive any medical treatment that may be deemed advisable in the event of injury, accident or illness during this activity.

The parent or guardian has read and voluntarily signs this Minor – Assumption of Risk, Waiver of Liability, Indemnification and Release Agreement, and Consent to Medical Treatment, fully understand its terms and that I/we have given up substantial rights by signing it, sign it freely and voluntarily without any inducement, assurance, or guarantee being made and intend their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I/we further acknowledge that failure to witness or notarize this Agreement shall not affect its validity.

Name of Parent or Guardian \_\_\_\_\_ Relationship \_\_\_\_\_

Signature I HAVE READ THIS RELEASE \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_ (initial) I represent that I have sole legal custody of or am the sole parent/guardian authorized to execute in full this Assumption of Risk, Waiver of Liability, Indemnification and Release Agreement, and Consent to Medical Treatment.