OKLAHOMA STATE UNIVERSITY INSTITUTE OF TECHNOLOGY
ACKNOWLEDGEMENT OF RISKS AND AGREEMENT OF RELEASE

PRINT NAME: _____________________________________  AGE: ________
ACTIVITY: ________________________________________

In consideration of the services of Oklahoma State University Institute of Technology, its agents, employees, trustees, officers, contractors and all other persons or entities associated with it (collectively referred to as “OSUIT”), I agree as follows:

Although OSUIT has taken reasonable steps to provide me with the appropriate equipment and skilled staff so I can enjoy activities for which I may not be skilled, I acknowledge that these activities do have risks, including certain risks which cannot be eliminated without destroying the unique character of these activities. The same elements that contribute to the unique character of these activities can be causes of loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death.

I am aware that OSUIT intramural activities, the use of equipment in its fitness facilities, and/or group exercise classes, whether facilitated by staff or performed utilizing media, such as workout videos and DVDs, include risks of injury or death to myself. I agree to assume responsibility for the inherent risks involved with these activities. My participation in these activities is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I represent that I am fully capable of participating in these activities, without causing harm to others or myself. Therefore, I, and my parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for injuries, death, loss of personal property, and expenses suffered by them and myself as a result of risks and dangers inherent to these activities and as a result of my negligence while participating in these activities.

I acknowledge and assume all risks of these activities, known and unknown, inherent or otherwise. In addition, I release, discharge, and agree to defend and indemnify OSUIT from all claims and liability for any loss or damage claimed to be caused by the negligence of OSUIT. I also agree to protect and indemnify OSUIT from claims of loss or injury to persons attempting to rescue me. I understand that in signing this document I surrender my right to make a claim or file a lawsuit against OSUIT for personal injury, property damage, wrongful death, or otherwise, except in cases if intentional wrong doings or the gross negligence of OSUIT.

I hereby authorize OSUIT to publish photos of me, my name and/or my quote for use in University print publications, University web sites and in University-created advertising. I acknowledge that my participation in these publications, advertisements and web sites produced by the University is voluntary and I will receive no compensation. I further agree that my participation in these publications, advertisements and web sites produced by the University confers upon me no rights of ownership whatsoever. I release OSUIT and its employees from liability for any claims by me or any third party in connection with my participation.

I, and my parent(s) or guardian, if I am a minor, have read, understand, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, personal representative, estate and all members of my family.

Signature: ______________________________________ Date: ______________
(PARTICIPANT)

If the participant is under 18, I am signing as a parent or guardian to reflect my agreement to protect and indemnify OSUIT from any claim which may be brought by or on behalf of the participant, or any member of the participant’s family, for injury or loss resulting from those inherent risks of the activities and from the negligence of the participant. This indemnity includes claims of OSUIT’s negligence, but not its intentional acts or gross negligence.

Signature: ______________________________________ Date: ______________
(PARENT OR GUARDIAN)