



**ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNITY AGREEMENT
FOR USE OF UNIVERSITY FACILITIES, PROPERTY,
EQUIPMENT, STAFF AND/OR SERVICES**

**** Please read and understand before signing ****

Assumption of Risks. Indiana Wesleyan University (“IWU”) has facilities for and provides for activities such as social events, community outreach, clinics, classes, camps, conferences, concerts, movies, physical fitness, sporting events, dining, overnight lodging, and participation in competitive sports. Some of these involve situations, environments, or activities that may lead to loss of personal property, illness, physical injuries, and psychological stress or damage.

My use of IWU’s property, facilities, equipment, staff and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from:

- 1) theft, loss, or damage to personal property;
- 2) minor injuries such as illness, scratches, bruises, sprains, and/or embarrassment;
- 3) major injuries such as joint or back injuries, heart attacks, head or neck injuries, and/or psychological trauma; and
- 4) catastrophic injuries including loss of limbs, permanent paralysis, and death.

IWU’s indoor swimming pool and climbing wall are specific facilities where an elevated risk of catastrophic injury is present. Some, but not all, risks associated with diving, swimming and the climbing wall include permanent bodily injury including paralysis and death by drowning or falling.

IWU recommends the use of a safety helmet and makes these available at no cost when using the climbing wall. Wearing a helmet while climbing may reduce the risk of serious head injury but does not eliminate the risk entirely.

Warning About the Use of Bunked or Lofted Beds. Beds in IWU housing may be bunked or lofted, resulting in a raised sleeping surface. Safety rails and ladders are available upon request. IWU recommends the use of this safety equipment in accordance with the manufacturer’s recommendations. Failure to use safety rails and ladders can result in serious, permanent bodily injury and death.

Agreement for Use of Bunked or Lofted Beds. I agree that any bunked or lofted bed will comply with IWU’s height restrictions and other safety requirements. I understand and agree that failure to use a safety rail and/or ladder is dangerous and unsafe. I voluntarily assume all risk of injury or death associated with such failure.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in my use of IWU’s property, facilities, staff, equipment, and services. I confirm that my use is voluntary, and I knowingly assume all such risks.

Media Release. I hereby give consent to use my likeness, name, or identity, or that of my minor child, for purposes of promotional materials or any other type of media produced and/or published by IWU to promote or publicize the Camp or University.

Waiver of Liability. In consideration of IWU’s permission to use, today and on all future dates, the property, facilities, staff, equipment and services of, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Indiana Wesleyan University its trustees, directors, officers, employees, and agents from liability from any and all claims, including negligence, resulting in personal injury, accidents or illnesses (including death), or property loss arising from, but not limited to, participation in any activity, even as a spectator, while using IWU’s property, facilities, equipment, staff and/or services.

Indemnification and Hold Harmless. I also agree to INDEMNIFY AND HOLD HARMLESS IWU from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought because of my use of IWU's property, facilities, equipment, staff and/or services and to reimburse IWU for any such expenses incurred.

Acknowledgment of Understanding. I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I have read this Release and Authorization Form, I understand it, and I sign it freely.

If the participant is 18 years of age or older:

If the participant is not 18 years old:

Participant Name (please print)

Participant Name (please print)

Participant Signature (only if 18 and older)

Date

Name of Parent or Legal Guardian (please print)

Date

Signature of Parent or Legal Guardian

Date