

RELEASE, WAIVER, AND AGREEMENT NOT TO SUE

I, _____, acknowledge that my participation in **Sport Clubs** (the "Activity"), hosted by **Wichita State University** ("WSU") involves a risk of injury, and assume the risk for the same. I understand and acknowledge that I am not required to participate in the Activity and that my participation is wholly voluntary.

In consideration of **Wichita State** agreement to permit me to participate in the aforementioned Activity with Restriction (as each term is defined below), the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1. For purposes of this document (the "Release"), I understand that "Activity" refers to **Sport Clubs** and its or their employees, students, agents, servants, officers, trustees, and representatives (in their official and individual capacities) (hereinafter, collectively the "Releasees").
2. I hereby acknowledge and accept that there are certain risks, known and unknown, associated with the Activity, some of which may be catastrophic in nature, including but not limited to death, serious neck or spinal injuries, complete or partial paralysis, brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other elements of the muscular-skeletal system, including loss of limb, as well as serious injury or impairment to any other part of the body, and to my general health and well-being. Understanding that these risks cannot be eliminated, I knowingly and voluntarily assume the risk of these inherent dangers in consideration of the Releasee's permission to allow me to participate in the aforementioned Activity without Restriction. I hereby release and discharge the Releasee's from any and all negligence, including the Releasee's own negligence, in connection with my or participation in the Activity.
3. Additionally, I hereby acknowledge and accept that the novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. There is no current vaccine for COVID-19. COVID-19's highly contagious nature means that contact with others or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may asymptomatic for a period of time or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID19 or to determine whether, where, or how a specific individual may have been exposed to the disease. By signing this agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at the University to those who may be infected with COVID-19, especially those who may have existing underlying medical conditions. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death.
4. I hereby acknowledge that I do not have any medical condition that would inhibit my participation in the Activity. I agree that I will follow the directions of the Activity staff members and comply with the stated and customary precautions for participation in the Activity. Activity staff members may render first aid and/or obtain medical treatment deemed necessary. I agree that I will be financially responsible for all costs incurred on behalf of myself thereby, regardless of insurance coverage. I further hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in the Activity, with the understanding that the cost of any such treatment will be solely my responsibility. I release and discharge the Releasee's of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expense, whether covered by health insurance or not that I may incur while participating in or attending the Activity.
5. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, acquit and forever discharge the Releasees from any and all liability whatsoever, including the Releasee's own negligence, for any and all damages, losses or injuries, including death, mental anguish or emotional distress to persons and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys' fees, which arise out of, during, or in connection with participation in the aforementioned Activity, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by me or any person in connection with my association with, or participation in the Activity.
6. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend and hold harmless the Releasee's from any and all liability, loss or damages they or any of them incur or sustain as a result of any claims, demands, damages, actions, causes of action, judgments, costs or expenses, including attorneys' fees, which result from, arise out of or relate to my participation in the aforementioned Activity.
7. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree not to sue, or to seek any money from or judgment against Releasee's for any injury to me or damage to my property as a result of my attendance at or participation in the aforementioned Activity.
8. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force in effect.
9. In the event of any cause of action, the laws of the State of Kansas apply and the jurisdiction lies with the state or federal courts in Sedgwick County, Kansas.
10. If I am an employee of any of the Releasees, I acknowledge that my participation in the Activity is completely voluntary and does not constitute part of my work-related duties. I understand that my decision to participate, or not participate, in this Activity will not affect my job status.
11. I hereby consent to any publicity, including the use of my name and likeness, and waive any right to inspect and/or approve any images, recordings or other record (e.g., photography, film, videotape, recordings or advertising copy, etc.) which may be used in connection with my participation or attendance at the Activity including, but not limited to social media accounts. I understand that I will not be compensated in any way for such use.

**THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ IT BEFORE SIGNING.
IF YOU ARE UNDER 18, THIS FORM MUST BE SIGNED BY YOUR PARENT OR GUARDIAN BEFORE PARTICIPATING IN THE ACTIVITY.**

I acknowledge and represent that I have carefully read this Release; that I sign it as my own free act and deed; that I am fully competent to sign this Release; and that the consideration for signing this Release is full and adequate. It is my express intent that, while I am alive, this Release will bind me, my spouse, and the members of my family; and that in the event of my death, this Release will also bind my estate, heirs, administrators, personal representatives, and assigns.

Participant Signature: _____

Date: _____