



## Agreement for Assumption of Risk, Indemnification, Release, Consent for Emergency Treatment, Photography and Video Release

I, \_\_\_\_\_ (print name), age \_\_\_\_\_, desire to use the Healthy Titans workout space in Albee Hall at the Oshkosh campus of the University of Wisconsin Oshkosh (hereinafter "University"). I understand that I am being asked to CAREFULLY READ each of the following paragraphs. I also understand that if I wish to discuss any of the terms contained in this agreement, I may contact Risk and Safety at risk.safety@uwosh.edu.

### **Assumption of Risks:**

I understand that participating in exercise activities on campus, by their very nature, include certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and/or illness. I am aware of the risks of participation, which include but are not limited to minor injuries such as bruises, contusions, broken bones, and concussion; potentially catastrophic injuries such as paralysis and/or death; and possible exposure to and contraction of illness such as COVID-19, which may result in hospitalization, catastrophic illness, and/or death. I understand that the University has advised me to seek the advice of my physician before participating in these activities. I acknowledge that I have been advised to have health and accident insurance in effect, and that no such coverage is provided for me by the University, the Board of Regents of the University of Wisconsin System, or the State of Wisconsin (collectively, the "Releasees"). **I know, understand, and appreciate the risks that are inherent to the activities associated with participating in exercise on campus. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

### **Hold Harmless, Indemnity and Release:**

In consideration of my permission to participate in these activities, I, for myself, spouse, heirs, personal representatives, estate or assigns, agree to defend, hold harmless, indemnify and release, the Releasees and their officers, employees, agents, and volunteers from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, personal injury, or death which may result from my participation in these activities. This release includes claims based on the negligence of the Releasees, their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or recklessness. **I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.**

### **Consent for Emergency Treatment:**

I authorize the University and its designated representatives to consent, on my behalf, to any emergency medical/hospital care or treatment to be rendered upon the advice of any licensed physician. I agree to be responsible for all charges incurred by any hospitalization or treatment rendered pursuant to this authorization. I understand that medical insurance coverage is NOT provided to me by the Releasees.

### **Photography and Video Release:**

I, the undersigned, do hereby assign to the University absolutely, the copyright and/or the right to copyright photographs and/or video tapes of me and the right of reproduction thereof, either wholly or in part, and the unrestricted use of thereof in whatever manner the University or its licenses or assignees may in their absolute direction think fit for any and all advertising or other purposes whatsoever, including the right of necessary retouching, tinting or work up for reproduction purposes.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_

### **RISK AND SAFETY**

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