Assumption of Risk Policy

Assumption of Risk
By participating in activities or using equipment and facilities offered by ISU Recreation Services, patrons knowingly and voluntarily ASSUME ANY AND ALL RISK of injuries, regardless of severity, which may occur as a result of participation in aquatics, sport clubs, group fitness, intramurals, outdoor recreation (climbing or bouldering wall), self-directed exercise and/or other activities provided by Recreation Services. Recreation Services is not responsible for lost or stolen items.

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY
RECREATION SERVICES
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in Iowa State University Recreation Services’ Reopening (the “Reopening”) and utilize Iowa State University Recreation Services’ (“Recreation Services”) facilities, equipment, services and programs, the undersigned, on behalf of themselves and any personal representatives, heirs, assigns, and next of kin (“Participant”), HEREBY ACKNOWLEDGES, AGREES, AND WARRANTS THAT:

1. There is a risk of serious injury to me while using Recreation Services’ facilities, equipment, services and programs. Every activity, including but not limited to rock climbing, group fitness classes, weight and cardio equipment, swimming, and general physical activity, has a certain degree of risk. By voluntarily participating in activities and utilizing Recreation Services’ facilities, equipment, services and programs, Participant knowingly and voluntarily ASSUMES ALL RISKS of injuries, including the risk of serious illness, disability, and/or death, which may occur as a result of my participation in the use of Recreation Services’ facilities, equipment, services and programs;

2. Participation in the Reopening and/or the use of Recreation Services’ facilities, equipment, services, or programs includes possible exposure to and illness from infectious diseases, including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness, disability, and/or death does exist and cannot be eliminated. If Participant elects to participate in the Reopening and/or use ISU’s facilities or services, Participant ASSUMES ALL RISKS associated with participation;

3. Due to the nature of the Reopening and the facilities, services, and programs offered by Recreation Services, social distancing of six (6) feet per person may not be possible to implement and enforce;

4. Participant has adequate health insurance to cover any injury or damages that I may suffer while participating, or alternatively, agree to pay all costs associated with any such injury or damages;

5. Participant is in sufficiently good health and has no symptoms that could interfere with Participant’s safety or the safety of others while participating. Participant understands and agrees that they alone are responsible for determining whether they are fit to participate.

6. Participant agrees to abide by all applicable rules and codes of conduct. Participant understands and agrees that any unpaid balance including collection and administrative fees are Participant’s responsibility.

7. Participant, on behalf of themselves and any personal representatives, heirs, assigns, and next of kin, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the State of Iowa; the Board of Regents for the State of Iowa; Iowa State University; and all of their respective officers, employees, student workers, student interns, volunteers, agents, and/or departments (the “Releases”) from any and all liability, claim and/or cause of action arising out of or related to any loss, damage or injury, including death, that may result from, arise out of, or be related to Participant’s participation in the Program including, but not limited to, the use of Recreation Services’ facilities, services or programs equipment, to the fullest extent permitted by law;

8. In addition, Participant, on behalf of themselves and any personal representatives, heirs, assigns, and next of kin, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releases from any and all liability for injury, including illness, disability, and death, and property loss or damage that may result from, arise out of, or be related to Participant’s participation in the Reopening including, but not limited to, the use of ISU facilities, equipment, services or programs, to the fullest extent permitted by law.