

Liability Waiver and Release for Participation in Southwest Minnesota State University Physical Fitness Program

Participant Name: _____

Address: _____ **Phone:** _____

In case of emergency, notify: _____ **Phone:** _____

Any medical conditions which require special attention (if no conditions, state "none"):

I understand that this physical fitness program, including optional blood testing, is sponsored by Southwest Minnesota State University ("Organizer"); however, I am participating solely at my own risk and discretion and waive any and all claims of every nature against the Organizers, officials, faculty, staff, sponsors, and any other participating agencies with respect to any personal loss, illness, bodily injury or death resulting from participating in these activities. I agree to abide by the directions and instructions given to me by the SMSU faculty/staff. I understand that I am expected to abide by all rules, regulations, policies, and applicable state and federal statutes. Ignorance of laws is not accepted as an excuse by local authorities. Each participant assumes responsibility for the consequences of his or her actions.

I am aware of and agree to my participation in this physical activity, including optional blood sugar testing, and that inherent risks are present to person and property during such activities, regardless of rules and/or presence of instructors, faculty or staff. The Organizers assume no liability or responsibility for participant's welfare or actions, whether in person or when participating in an on-line delivery format.

Data collected as part of this program may be analyzed and used for research purposes. Your information will be kept completely confidential, and you and your data will remain anonymous. You will have the option to opt out of the research study, in which case you are free to continue your participation in the program and any data collected from you will not be used for research purposes.

I agree to indemnify and hold harmless the State of Minnesota, The Minnesota State Colleges and Universities system, Southwest Minnesota State University and its departments, employees or representatives of Southwest Minnesota State University, **Cygnus, LLC, its parents, affiliates and subsidiaries "(Cygnus)"** in the event of any injury, claim, and/or loss (whether property or such damages are sustained by me, my family, heirs, assigns or persons other than me) during these workouts. I understand that the State of Minnesota, the Minnesota State Colleges and Universities system, Southwest Minnesota State University, the SMSU faculty or staff and **Cygnus** are NOT liable for personal insurance coverage or for property insurance for individuals participating in this program and experience.

Having read this waiver and release from liability form, and knowing these facts, and in consideration of the acceptance of my entry and/or participation in this physical fitness program, I agree by signing below that I have read and understand all the terms and conditions as set forth in this agreement. I further state that I am of the legal age of 18 years old or have a parent or legal guardian to sign this agreement.

Participant: _____ **Date:** _____

Having read this waiver and release from liability form, and knowing these facts, and in consideration of the acceptance of my child's entry and/or participation in this program, as the parent or legal guardian of the participant, I agree to assume responsibility for the participant's understanding of the terms of this agreement and responsibility for the actions of the participant during these workouts.

Guardian: _____ **Date:** _____