

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate in any activities associated with the **Wellness Program at Illinois State University**, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Board of Trustees of Illinois State University, its officers, employees, agents and assigns from liability from any and all claims including those which result in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Wellness Program.

\_\_\_\_\_  
Signature of Participant                      Date                      Signature of Parent of Minor                      Date

**Assumption of Risks:** Participation in Wellness Program activities 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) minor injuries such as bruises, sprains, floor burns, and soreness to 2) major injuries such as pulled muscles, broken bones, and fractures.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Wellness Program activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to indemnify and hold harmless the Board of Trustees of Illinois State University, its officers, employees, agents and assigns from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in Wellness Program activities.

**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.

\_\_\_\_\_  
Printed Full Name of Participant

\_\_\_\_\_  
Signature of Participant                      Date                      Signature of Parent of Minor                      Date