

GUSTAVUS ADOPLHUS COLLEGE ATHLETIC FACILITY COMMUNITY MEMBER WAIVER

I hereby acknowledge that I have (or may during this current Academic Year) voluntarily elected to participate in activities that involves the use of Gustavus Adolphus College's Athletic facilities. I attest that I am physically and mentally fit to utilize athletic facilities and that I do not have any medical condition, including injuries and illnesses, that could be aggravated by my activity and use of the facilities and that I am responsible for consulting with my health care provider towards this end. I also certify that I am free from communicable diseases, including, but not limited to, COVID-19, methicillin-resistant staphylococcus aureus (MRSA), and staphylococcus infection. During the current academic year, I further hereby acknowledge that I have permission to use, today, and during this Academic Year, Gustavus Lund Center athletic facilities and/or equipment located within various Athletic buildings and fields on the Gustavus campus. In consideration for being permitted by Gustavus Adolphus College to use the Institution's Athletic Facilities, I hereby acknowledge and agree to the following:

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Gustavus policies and procedures and all the rules and requirements of the Gustavus Facilities. I acknowledge that Gustavus has the right to terminate my participation in the use of its Facilities if it is determined that my conduct violates any rule of the Gustavus Athletic Facilities, or those listed in the Gustie Guide Student Handbook and/or All College Policies, or for any other reason in the discretion of Gustavus Adolphus College.

- Rules and Requirements Agreement

☐ I agree to the terms of the "Rules and Requirements" section above.

INFORMED CONSENT: I understand that as a user of the Facilities, I will engage in physical activities, including but not limited to practicing, training, working out, observing, and competing in events, and that during my participation I could sustain serious personal injuries, or be exposed to communicable disease, that protective equipment may be inadequate to prevent. I understand that serious personal injury or illness can occur from participating in such activities and may result in serious bodily injury including, but not limited to, heat stroke, concussion, heart attacks or heart injury and injuries to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, damage, or even death as a consequence of not only Gustavus Adolphus College actions, inactions, negligence or fault but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures. I understand that there may be other risks not known to me or not reasonably foreseeable at this time.

- Informed Consent Agreement

☐ I agree to the terms of the "Informed Consent" section above.

ASSUMPTION OF RISKS: I understand and acknowledge that there are potential dangers incidental to my use of the Gustavus Adolphus College facilities, including risks of damage, bodily injury, exposure to communicable disease, and possibly death as discussed throughout this Agreement. The risks may result from the activity itself, from the acts of others, from use of the equipment or Facilities, or unavailability of emergency medical care. Various machines, apparatus, and equipment are offered in the Athletic facility. I understand that these should always be used responsibly. I further understand that Institution personnel may not be present in the Athletic Facility. I understand that I am responsible for following the rules and requirements posted in any Athletic facility and I enter and use the facility at my own risk. **I HEREBY ASSERT THAT MY PARTICIPATION AND THAT OF MY CHILDREN IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.**

- Assumption of Risks Agreement

☐ I agree to the terms of the "Assumptions of Risks" section above.

INDEMNITY, HOLD HARMLESS and RELEASE: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless release the Board of Trustees of

Gustavus Adolphus College and their officers, employees, agents, and volunteers from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of use of the Facilities, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY GUSTAVUS ADOLPHUS COLLEGE OR OTHERWISE, UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

- Indemnity, Hold Harmless and Release Agreement

☐ I agree to the terms of the "Indemnity, Hold Harmless and Release" section above.

MEDICAL CONSENT: I understand and agree that Gustavus Adolphus College does not have medical personnel available at the Facilities. In the event of any medical emergency, I authorize and consent to any emergency treatment and hospital care that Gustavus personnel deem necessary for my safety and protection as well as my children. I understand and agree that Gustavus assumes no responsibility for any injury, illness, or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, Gustavus may direct that I be transported to the hospital for such care. **I AGREE TO BE RESPONSIBLE FOR ALL NECESSARY CHARGES INCURRED BY ANY HOSPITALIZATION OR TREATMENT RENDERED PURSUANT TO THIS AUTHORIZATION.**

- Medical Consent Agreement

☐ I agree to the terms of the "Medical Consent" section above

ACKNOWLEDGEMENT I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

- Acknowledgement Agreement

☐ I agree to the terms of the "Acknowledgement" section above

PARENT/GUARDIAN AGREEMENT FOR PARTICIPANTS WHO ARE MINORS: I certify that I am the parent and have custody of the Participant, or am the legal guardian of the Participant by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY GUSTAVUS ADOLPHUS COLLEGE.** I agree to the foregoing conditions on behalf of my minor child.

- Parent/Guardian Agreement for Participants Who Are Minors

☐ I agree to the terms of the " Parent/Guardian Agreement for Participants Who Are Minors"

Date: _____

Signature: _____

Printed Name: _____