University of Oklahoma - Norman Campus
WAIVER and RELEASE of LIABILITY

OU WELLNESS COMMUNITY GARDEN
This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the University for injuries or losses you may cause or sustain as a result of participation in off-campus activities.

The University of Oklahoma is a state educational institution. References to the University of Oklahoma include its Board of Regents, officers, agents, faculty, employees, volunteers, students, UOSA and administrative organizations.

I [print your name] ___________________________ freely choose to participate in the usage of Fitness and Recreation facilities and programs including the OU Wellness Community Garden program.

I understand that the University of Oklahoma is not an agent of and has no responsibility for any third party that may provide services including food, lodging, travel, or equipment. The University of Oklahoma has not reviewed the qualifications of the Activity organizer or sponsor, and does not endorse or sponsor the program or its safety or quality.

I understand that it is my responsibility to acquire and use activity-appropriate and/or required equipment and protection such as sunscreen, bug repellant, gloves, closed-toe shoes, etc. I agree to reduce the risk of injury to myself and others by following applicable rules and procedures, by limiting my participation to reflect my personal fitness level and by notifying the Activity coordinator immediately if I do not believe I can safely continue in the Activity. I agree that if I fail to act in accordance with this agreement I may not be permitted to continue in the Activity.

Despite precautions, accidents and injuries can and do occur. I understand that the Activity and transportation may be dangerous and that I may be injured and/or lose or damage personal property as a result of participation in the Activity. Therefore, I FULLY AND COMPLETELY ASSUME ALL RISKS RELATED TO THE ACTIVITIES including death, injury, illness or loss from accidents, theft of or damage to personal belongings.

Release from Liability, Indemnification Agreement and Covenant Not to Sue
To the fullest extent permitted by law, on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, I agree to forever RELEASE, INDEMNIFY, HOLD HARMLESS and COVENANT NOT TO SUE the University of Oklahoma from any cause of action, claim, or demand, including one related to bodily injury, property damage, death or accident arising out of or related to my participation in the Activity.

I assure the University of Oklahoma that I have adequate health insurance to provide for any medical needs or costs that may result from my participation in the Activity.

My signature below indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that my date of birth is ____________ (month/day/year), and that my present age is _____, and that I am otherwise legally competent to sign this agreement.

This agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, and I consent to the jurisdiction of this state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted and that if any portion is held invalid, the remainder shall continue in full legal force and effect.

Medical Treatment Authorization
I authorize the University of Oklahoma to act on my behalf in any medical emergency.

Physical Activity Readiness Questionnaire (PAR-Q)
It is recommended that prior to beginning an exercise program, annually, or as your health status changes, to take a health and fitness self-assessment to determine if a doctor should be consulted to discuss your risk factors. A Physical Activity Readiness Questionnaire (PAR-Q) is available at the front desks of the Sarkeys Fitness Center and Murray Case Sells Swim Complex to assist with this process.

My signature below indicates I am at least 18 years of age and I have read, understand, and freely signed this agreement.

*** IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING ***

Printed Name ___________________________ Signature ___________________________ Date _________________
Address ___________________________________________ Phones ___________________________
Email ___________________________________________