IDAHO STATE UNIVERSITY
PHYSICAL EDUCATION ASSUMPTION OF RISK AND RELEASE

Student Name: __________________________ Bengal ID#: _______ Age: _____ Semester: _______

Class Name: __________________________ PE/PEAC Class #: _______ Instructor: _______________ Day/Time: _________

*Attention Student:* If you have a disability requiring an accommodation, then:

- please contact the ISU ADA/Disabilities Resource Center (282-3599) to provide notice of that disability before entering a legally-binding signature onto this form; and
- you will be dropped from this class if the instructor has not received this signed form by the 10th class day.

*Note to Instructor:* If Student documents a disability/limitation, then DO NOT permit the Student to participate in the Activity until the ADA Office has recommended an appropriate accommodation.

Release

I, the undersigned, have read the physical education activity class warning document for this class and certify that the Student is physically fit for this activity, with/without (circle one) reasonable accommodation.

I. Definitions. For this document’s purposes:

A. “Activity” means each portion of the class described above at ISU (defined below).
B. “Risk” means any danger or hazard including, without limitation: any personal injury, loss or destruction of property, illness, serious injury, disablement or even death. Any Risk may include, without limitation: injury to any muscle, joint, bone, internal or external organ or tissue.
C. “ISU” means Idaho State University, its governing board, the State of Idaho, officers, faculty, agents, employees, subcontractors, volunteers, and each student that ISU employs.

II. Risks. I fully understand that any Activity could involve any Risk arising from any activity commonly associated with the class described above. I recognize that whatever Risk that Student faces in connection with the Activity also can come from:

A. any act by any third party unrelated to the Activity; and
B. any activity not scheduled by ISU that is in addition to and not related to the Activity.

III. Liability. In exchange for each benefit Student receives through participating in the Activity – and on behalf of Student, Student’s family, and anyone else who holds Student’s legal rights – I openly and knowingly:

A. ACCEPT ALL LEGAL LIABILITY FOR EACH RISK, WHETHER KNOWN, UNKNOWN, DIRECT OR INDIRECT;
B. RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS ISU FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, CONTROVERSY OR CAUSE OF ACTION, DAMAGE, COST OR EXPENSE OF ANY KIND THAT DEVELOPS RELATING TO OR ARISING OUT OF THE ACTIVITY, STUDENT’S PARTICIPATION IN THE ACTIVITY AND ANY RISK; AND
C. AGREE TO PROTECT AND INDEMNIFY ISU AGAINST AND FROM ALL CLAIMS, DEMANDS, LIABILITIES, CONTROVERSIES OR CAUSES OF ACTION, DAMAGES, COSTS AND EXPENSES OF ANY KIND INCLUDING ANY DEFENSE COSTS OR ATTORNEY’S FEES FOR PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, SERIOUS INJURY, DISABLEMENT OR DEATH ARISING FROM THE ACTIVITY;
D. AGREE TO TAKE OVER AND DEFEND (PERSONALLY OR THROUGH MY REPRESENTATIVE) ANY CLAIM OR ACTION – OF WHICH ISU PROMPTLY NOTIFIES ME IN WRITING – IF Brought AGAINST ISU IN CONNECTION WITH STUDENT’S PARTICIPATION IN THE ACTIVITY.

IV. Representations. This document’s signature shows additionally that:

A. I have carefully read and understand this document’s contents;
B. I am at least 18 years of age and fully competent to sign on Student’s behalf on my own free will; and
C. Student is personally responsible to obtain – and has – enough health insurance to cover any health, medical or accident cost that applies to Student in connection with participation in Activity.

V. Medical. I authorize ISU – or any other responsible party – to obtain any medical treatment that Student needs in connection with the Activity. I understand that I must pay all of whatever amount that treatment costs. I ALSO HOLD HARMLESS AND WILL INDEMNIFY ISU FROM ANY CLAIM, CAUSE OF ACTION, DAMAGE OR LIABILITY ARISING OUT OF OR RESULTING FROM THAT MEDICAL TREATMENT.

Signature: __________________________ (Parent/Guardian if a minor) Date: ___________
Name (Print): _______________________ Address: ___________ Phone: ___________ rc/kc 12-10-9

THIS IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ AND UNDERSTAND THIS RELEASE BEFORE SIGNING.
[PARENT/GUARDIAN: OBTAIN A NOTARY SEAL ON THE REVERSE SIDE AT THE TIME OF SIGNING THIS STATEMENT.]