

Health History and Agreement to Participate

Name: _____

Semester: _____

Class: _____

Instructor: _____

I, the undersigned, do agree to participate to the best of my ability in the class listed above. If I have any physical limitations that would be compromised by my full participation, I will list those limitations below and discuss with my instructor how this might affect my health and my safe participation.

Circle any condition that applies and if further explanation is needed use a blank sheet of paper. All information given will be kept confidential.

1. Cardiovascular disease (heart, blood vessel, or stroke disease). Chest pain during exertion.
2. Elevated blood lipids (Cholesterol or Triglycerides).
3. Epilepsy.
4. Shortness of breath, asthma, emphysema, or other respiratory problems.
5. Inner ear problems.
6. Elevated blood pressure and under medication or not.
7. Often feel faint or have spells of severe dizziness.
8. Diabetes that is affected by exercise.
9. Any joint, bone, or muscle problems.
10. An eating disorder (anorexia or bulimia).
11. Smoke cigarettes.
12. Any other concern that might affect your ability to participate safely in an exercise program.

List and Explain:

Sign Name: _____ Date: _____

Release of Liability, Indemnification and Assumption of the Risk Agreement
(Form for Adults)

Participant Name (Print): _____

Organization: _____

Activity: _____
(Please describe specifically the Activity)

Activity Dates: _____

This is a Release of Liability, Indemnification and Assumption of Risk agreement. Read it carefully and sign below. Completion of this form is required before you participate in the Activity. This document cannot be altered or modified by any verbal or written statements.

Initial Releasees: The "Releasees" in this agreement are, The Texas State University System, Texas State University, and all regents, directors, employees, agents, and officers and volunteers of such entities.

Initial Assumption of Risks: To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in the Activity listed above (hereafter Activity). I am aware of the risks, perils and hazards connected with the Activity. I acknowledge that loss of property, personal or bodily injury, or death might result from the Activity and/or the acts of others. I elect to participate voluntarily and engage in the Activity knowing that the Activity may be hazardous to my property and me. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in the Activity, whether or not based on the negligence or other wrongful conduct of the Releasees.

Initial **INDEMNIFICATION: I AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION , COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY LOSS OF PROPERTY, MY PERSONAL OR BODILY INJURY OR DEATH, MY INJURING ANOTHER PERSON AND/OR MY DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.**

THE INDEMNITY OWED BY ME AS SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

Release of Liability, Indemnification and Assumption of Risk Agreement, Cont'd

Initial **Release:** In consideration for facilitating my participation in the Activity described above, I release, discharge, and agree not to sue the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever, including without limitation any claims of negligence, arising out of any loss or damage to my property and/or any personal injury or death, that I may sustain, whether or not caused by the negligence of any of the Releasees, while participating in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity.

THE RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

Initial **Intent:** I intend that this Activity Release of Liability, Indemnification and Assumption of the Risk Agreement bind not only me, but also the members of my family and my spouse, and my heirs, assigns, and personal representatives. I intend this as a release, discharge, and promise not to sue the Releasees. I further agree that this Release of Liability, Indemnification and Assumption of Risk Agreement should be construed in accordance with the laws of the State of Texas.

Initial **Free Act:** I acknowledge that I have read and understand this Release of Liability, Indemnification and Assumption of the Risk Agreement and understand that it is legally binding. I understand it and sign it voluntarily as my own free act.

I certify that I am of lawful age (18 years or older) and legally competent to sign this Agreement.

Signature of Participant

Date