



## MSU WELLNESS PROGRAM ENROLLMENT FORM

The MSU Wellness Program exists to promote wellness across the campus for students, staff, and faculty. It is a free and voluntary program. Participation in the program should be discussed with one's supervisor. As a member of the program one has the privilege of participating in wellness activities during the business hours. Please note the following policy regarding wellness hours:

- Students are not excused from classes or other campus obligations for club participation
- Non-exempt regular staff employees may participate in wellness activities with release time of no more than three hours per week with the supervisor's approval and as the work allows. (If the staff employee is already using release time to take a class then this release time is not allowed.)
- Exempt staff and faculty may participate in wellness activities as their schedules allow, but should use three hours per week as a guide for their own release time.
- Release time for participation in wellness activities is limited to those activities available on campus or originating and ending on campus in the case of walking, running, or cycling. (Off-campus activities are included if sponsored by MSU.)

### Waiver of Liability and Indemnification

In consideration for being allowed to voluntarily participate in the MSU Wellness Program, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- waive, release, and discharge the State of North Dakota** and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above reference activity or event; and
- indemnify, save, and hold harmless the State of North Dakota** and its agencies, officers, and employees of, from and against any and all claims of any nature including all costs, expense, and fees arising out of or resulting from my actions during this activity or event.

### Acknowledgment and Assumption of Risk

I wish to participate in the MSU Wellness Program. I am aware that this may involve activity that may be a vigorous activity that can involve severe cardiovascular stress and potentially violent physical contact.

I understand that this activity involves certain risks for physical injury. I understand that equipment, if any, which may be provided for my protection may be inadequate to prevent serious injury. I also understand that there are potential risks of which I may not presently be aware.

In addition, I understand that my participation in this program involves activities and risks incidental thereto including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and exposure to the possible reckless conduct of other participants.

Nevertheless, **I voluntarily elect to participate in this program with knowledge of the risk involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.**

The University does not insure students in the above referenced activity and students who want to be covered must obtain their own insurance. The University asserts lack of responsibility or liability for injury resulting from the provision of the above reference activity.

I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Name: \_\_\_\_\_

MSU Dept.: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_