



**PARTICIPATION IN ACTIVITIES AND USE OF FACILITIES  
ASSUMPTION OF RISK, WAIVER AND RELEASE FORM**

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

Date of Birth: \_\_\_\_\_

Emergency Contact and Phone Number: \_\_\_\_\_

My signature below acknowledges my consent and election to participate in ORAL ROBERTS UNIVERSITY ("ORU") activities and use ORU facilities, including the Kenneth H. Cooper Aerobics Center programs (collectively referred to "Activities") under the terms and conditions set forth below. Activities include my participation in and/or use of all events and facilities at ORU and any access to or use of ORU facilities and equipment regardless of reason (ORU related activity/event or my personal use). I voluntarily and knowingly choose to engage in Activities with full knowledge and assumption of the inherent risks. In consideration for being permitted to engage in Activities, I agree to the following conditions:

1. **Risks.** I understand that the Activities may involve risks, hazards, and dangers, including risks of physical injury, disability, or death and risk of loss of use or damage to my personal property. I also understand that such injury or loss may result from unknown or unexpected risks. These risks may result from the use of transportation, equipment, materials, or facilities owned by ORU or others; from the Activity itself; from travel away from the ORU campus; from environmental conditions; from the acts or omissions of others; or from the unavailability of immediate emergency medical care. Activities for any given semester may include without limitation: missions, charitable, and educational projects, as well as recreational and sports activities. The Activities may be sponsored by ORU or by third party entities or volunteers. I understand that I am not obligated to participate in any of these Activities and that I may choose not to participate in any one or more of the Activities that may be available.
2. **Assumption of Risks.** Knowing the risks, I HEREBY ASSUME ALL RISKS that may arise out of or result from the Activities, including but not limited to the risks described above.
3. **Release, Waiver, Indemnity.** I HEREBY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, DEFEND, HOLD HARMLESS, AND AGREE NOT TO SUE ORU, its Board of Trustees, officers, instructors, employees, agents, volunteers, and any students acting as leaders, organizers, or employees, from, for, or against any liability, claim, demand, suit, or cause of action of any kind, for any property damage, loss or theft, personal injury, death, disability, or other loss or expense of any kind arising out of or in connection with the Activities.
4. **Safety Policies and Procedures.** I understand that it is impossible for ORU to guarantee my safety, to fully protect me from harm or injury, or that the Activities will proceed exactly as planned. I understand that as a participant, I have a duty to act with reasonable caution, to be observant of unsafe conditions, to report any unsafe conditions to ORU, and to follow all ORU safety and other rules, standards, and instructions for the Activities.
5. **Prerequisite Skills/Abilities.** I affirm that I have the prerequisite maturity, skills, knowledge, and physical ability necessary to properly and safely participate in the Activities and to use the equipment and facilities involved in the Activities.
6. **Health and Medical.** I certify that I do not have any illness, impairment, disease, infirmity, or other condition that would prevent my participation in Activities. I acknowledge that I have been informed to obtain a physician's approval for participation in any exercise/fitness activity or in the use of exercise equipment and machinery. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician and do hereby assume

all responsibility for my participation in Activities. I acknowledge that I have been advised to consult with a doctor if I have any concerns about my ability to participate in these Activities. I understand that ORU does not carry any insurance that would cover any injuries or losses I may suffer while participating in these Activities. I acknowledge that I am solely responsible for payment for such medical treatment, and I assume all risks of such medical treatment.

7. **Consent for Emergency Treatment.** In the event I am injured or become ill during the Activities, I authorize ORU to authorize or obtain appropriate medical care and treatment for me, to make medical decisions on my behalf, to place me in the care of a local medical doctor, or to place me in a hospital for any necessary medical treatment, all at my expense.
8. **Binding Effect.** This Form and its contents shall be fully binding on me and my heirs, successors, assigns, and personal representatives. This Form and its contents shall be in full force and effect unless and until a written and signed revocation of the Form is delivered to ORU.
9. **General Provisions.** This document shall be construed in accordance with the laws of Oklahoma. Venue for any legal action concerning my participation in Activities shall be in Tulsa County, Oklahoma. If any term of provisions of this document is held illegal or unenforceable, all remaining provisions of this document shall remain in full force and effect. I am not relying on any oral or written representation, statement, or promise other than what is set forth in this document.

**Acknowledgment.** I have fully read and understand this document, and I agree to be bound by it. I realize it relates to surrendering and releasing valuable legal rights. I sign it knowingly and voluntarily and of my own free will.

I affirm that I am at least eighteen (18) years of age and fully competent to sign this Release, or if not, my parent or guardian is also signing this Release.

Student/Participant \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

If Student/Participate is under 18:

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_