

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I hereby acknowledge that I have (or may during this Academic Year) voluntarily elected to participate on intramural athletic teams or activity that involves the use of Cornell College's fitness facilities and equipment ("Program") from August 1, 2018 - July 31, 2019 ("Academic Year.") I further hereby acknowledge that I have permission to use, today and during this Academic Year, Cornell College's public athletic facilities and fitness centers and/or equipment located within various buildings on the Cornell College campus (together, "Facilities"). I acknowledge that my participation and use is elective and voluntary. In consideration for being permitted by the Cornell College ("Cornell College") to participate in the Program and College's Facilities, I hereby acknowledge and agree to the following:

PROMOTIONAL RIGHTS: As a condition of my participation in the Program and use of Facilities, I hereby grant Cornell College the right to use, for promotional purposes only, any photographs of me taken by Cornell College, its employees or agents, during my participation in the Program and use of its Facilities. I further understand and agree that Cornell College may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program and its Facilities.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Cornell College policies and procedures, which appear in The Compass. I further agree to abide by all the rules and requirements of the Program and of the Facilities. I acknowledge that Cornell College has the right to terminate my participation in the Program or the use of its Facilities if it is determined that my conduct violates any rule of the Program, of the Facilities, or those listed in the Cornell College Student Handbook, or is detrimental to the best interests of the Program, the Facilities or others using the Facilities, or for any other reason in the Cornell College's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program, and use of the Facilities. I understand that as a Participant in the Program and user of the Facilities, I will engage in physical activities, including but not limited to practicing, training, observing, and competing in Program events, and that during my participation I could sustain serious personal injuries that protective equipment may be inadequate to prevent such serious personal injury and that participating in such activities may result in serious bodily injury to and including but not limited to heat stroke, concussion, heart attacks or heart injury and injuries to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, damage, or even death as a consequence of not only Releasees' (as defined herein) actions, inactions, negligence or fault but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, improper officiating or refereeing, negligent first aid operations and procedures and I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand that the risks associated with physical activities include, but are not limited to, sprains, cuts, contusions, abrasions, concussions, broken bones, bone fractures, and in some extreme cases long-term injuries, including but not limited to brain damage that may result in mental and emotional disabilities, and/or physical damage, including but not limited to the musculoskeletal, nervous, respiratory and/or urinary systems, and/or death. I understand and agree that any injury, illness, damage, disability, or

death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

I further acknowledge that I have read and understand the NCAA Concussion Fact Sheet (located at the end of this form) and am aware of the following information:

1. A concussion is a brain injury for which I am responsible for reporting to Cornell College's health care provider.
2. A concussion can affect my ability to perform everyday activities, including reaction time, balance, sleep, concentration and classroom performance.
3. It is my responsibility to report to the Cornell College's health care provider if I receive a blow to the head or body and experience signs or symptoms of a concussion, which may include: headache, blurred vision, weakness in one arm or leg, loss of consciousness, stumbling, loss of balance, nausea/vomiting, confusion, memory loss, or change in personality (including irritability and depression). I understand that I must report this immediately and as soon as I am physically capable of doing so.
4. I may notice some symptoms of a concussion immediately, but other symptoms may show up hours or days after the initial injury. It is my responsibility to report any delayed signs or symptoms to the Cornell College's health care provider.
5. If I suspect a teammate or friend who uses the Facilities under this Agreement has a concussion, I am responsible for reporting the injury to the Cornell College's health care provider.
6. I will not return to play in a game or practice nor use the Facilities if I have received a blow to the head or body that results in concussion-like symptoms until I am cleared by Cornell College's health care provider.
7. Following a concussion, the brain needs time to heal. I am more likely to have a repeat concussion if I return to play before my symptoms resolve. In rare cases, repeat concussions can cause permanent brain injury or death. Because of this, I understand it is important to accurately report my signs and/or symptoms if I have been diagnosed with a concussion.

For female Participants:

If I participate in the Program or use the Facilities while pregnant, I further acknowledge that I have read and understand the following information:

1. I understand that assessing the risk of intense, strenuous physical activity in pregnancy is difficult and there are risks which may result in harm or even death to me or my unborn child.
2. I understand that participating in the Program or using the Facilities while pregnant can result in injury to me or to my unborn child, including but not limited to serious bodily injuries including serious injury to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness,

damage, or even death as a consequence, and that protective equipment may be inadequate to prevent serious injury.

3. In addition, I understand that there are risks to the fetus associated with increased core body temperatures that may occur with exercise, especially in the heat. The American College of Sports Medicine discourages heavy weight lifting or similar activities that require straining or valsalva. I further understand that exercise in the supine position after the first trimester may cause venous obstruction and conditioning or training exercises in this position should be avoided. I also understand that sports with increased incidences of bodily contact are generally considered higher risk after the first trimester because of the potential risk of abdominal trauma. I understand that my ability to participate in the Program or use the Facilities may also be compromised due to changes in physiologic capacity and musculoskeletal issues unique to pregnancy. In light of these risks, the American College of Obstetrics and Gynecology states that athletes can remain active during pregnancy but need to modify their activity as medically indicated and require close supervision.

4. I understand that there may be additional risks that are unknown and unforeseeable at this time.

ASSUMPTION OF RISKS: I understand and acknowledge that there are potential dangers incidental to my participation in the Program and use of the Facilities, including bodily injury and possibly death as discussed throughout this Agreement. The risks may result from the activity itself, from the acts of others, from use of the equipment or Facilities, or organization of or unavailability of emergency medical care. Potential risks with respect to participation in the Program, and use of the Facilities are as follows:

Program: Dangers incidental to my participation in the Program may include activities such as, practicing, training, observing, and competing in Program events. I understand that there are risks attendant to physical activities and that there are potential dangers which may expose me to the risk of personal injuries, damage, or even death. I am aware that the Program can be a vigorous activity involving severe cardiovascular stress and/or violent physical contact. I understand that Program activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs, and that protective equipment may be inadequate to prevent serious injury. I further understand that the Program activities involve a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in the Program involves activities incidental thereto and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: weather conditions, facility conditions, equipment conditions, negligent first aid operations, improper officiating or refereeing, or procedures of Releasees (as defined herein), and other risks that are unknown at this time.

Athletic Facilities: Dangers incidental to my use of Cornell College's athletic facilities may include activities such as, practicing, training, observing, utilizing equipment, and competing in events within Cornell College's athletic facilities. I understand that risk varies based upon the activities (including programs) in which I participate within the facility. I am aware that certain activities (including programs) can involve vigorous activity involving severe cardiovascular stress and/or violent physical contact. I understand that certain activities involve certain risks, including but not limited to, death,

serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs, and that protective equipment may be inadequate to prevent serious injury. I understand that the athletic facilities may not offer protective equipment, and that I am responsible for ensuring I use protective equipment as necessary. I further understand that Cornell College personnel may not be present in the athletic facilities at all times. I understand that I am responsible for following the rules and requirements posted in any athletic facility and I enter and use the facility at my own risk.

Fitness Equipment Center(s): Cornell College has facilities for and provides activities such as weight lifting, running, aerobic activities, classes and sporting activities. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed, change of direction, and sustained physical activity, which place stress on the cardiovascular and musculoskeletal systems. I understand that certain activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs. Various machines, apparatus, and equipment are offered in the fitness centers. I understand that these should be used responsibly at all times. I further understand that Cornell College personnel may not be present in the fitness centers. I understand that I am responsible for following the rules and requirements posted in any fitness facility and I enter and use the facility at my own risk.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THE RISKS ARISE FROM THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in the Program and use of the Facilities.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Cornell College, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Cornell College's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Program and use of the Facilities, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY LOCATION ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all

claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Program and/or use of the Facilities, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Student Activity, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program, or use of the Facilities except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program and utilize fitness equipment and that I do not have any medical record or history that could be aggravated by my participation in my particular activity. I further attest that I am physically and mentally fit to participate in fitness activities in the fitness centers, and that I am responsible for consulting with my health care provider towards this end.

RESPONSIBILITY FOR REPORTING INJURIES: I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to Cornell College's qualified health care provider. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to the Cornell College's health care provider.

MEDICAL CONSENT: I understand and agree that Releasees do not have medical personnel available at the location of the Program, nor at the Facilities. In the event of any medical emergency, I do authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Cornell College personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, Cornell College may direct that I be transported to the hospital for such care.

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Program and to use Cornell College's Facilities, I am doing so independently and that I am not acting as an employee or agent of the Cornell College. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Cornell College for my participation in the Program or use of Cornell College's Facilities.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Iowa.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

CONCUSSION

A FACT SHEET FOR STUDENT-ATHLETES

WHAT IS A CONCUSSION?

A concussion is a brain injury that:

- Is caused by a blow to the head or body.
 - From contact with another player, hitting a hard surface such as the ground, ice or floor, or being hit by a piece of equipment such as a bat, lacrosse stick or field hockey ball.
- Can change the way your brain normally works.
- Can range from mild to severe.
- Presents itself differently for each athlete.
- Can occur during practice or competition in ANY sport.
- **Can happen even if you do not lose consciousness.**

HOW CAN I PREVENT A CONCUSSION?

Basic steps you can take to protect yourself from concussion:

- Do not initiate contact with your head or helmet. You can still get a concussion if you are wearing a helmet.
- Avoid striking an opponent in the head. Undercutting, flying elbows, stepping on a head, checking an unprotected opponent, and sticks to the head all cause concussions.
- Follow your athletics department's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Practice and perfect the skills of the sport.

WHAT ARE THE SYMPTOMS OF A CONCUSSION?

You can't see a concussion, but you might notice some of the symptoms right away. Other symptoms can show up hours or days after the injury.

Concussion symptoms include:

- Amnesia.
- Confusion.
- Headache.
- Loss of consciousness.
- Balance problems or dizziness.
- Double or fuzzy vision.
- Sensitivity to light or noise.
- Nausea (feeling that you might vomit).
- Feeling sluggish, foggy or groggy.
- Feeling unusually irritable.
- Concentration or memory problems (forgetting game plays, facts, meeting times).
- Slowed reaction time.

Exercise or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games may cause concussion symptoms (such as headache or tiredness) to reappear or get worse.

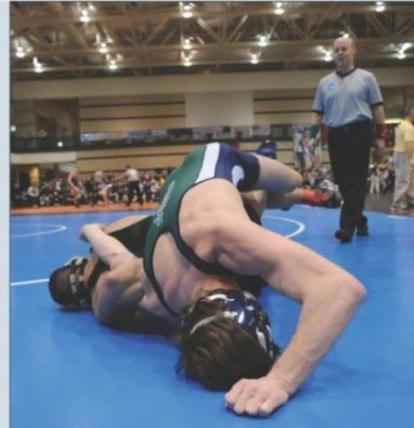
WHAT SHOULD I DO IF I THINK I HAVE A CONCUSSION?

Don't hide it. Tell your athletic trainer and coach. Never ignore a blow to the head. Also, tell your athletic trainer and coach if one of your teammates might have a concussion. Sports have injury timeouts and player substitutions so that you can get checked out.

Report it. Do not return to participation in a game, practice or other activity with symptoms. The sooner you get checked out, the sooner you may be able to return to play.

Get checked out. Your team physician, athletic trainer, or health care professional can tell you if you have had a concussion and when you are cleared to return to play. A concussion can affect your ability to perform everyday activities, your reaction time, balance, sleep and classroom performance.

Take time to recover. If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a repeat concussion. In rare cases, repeat concussions can cause permanent brain damage, and even death. Severe brain injury can change your whole life.



IT'S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON. WHEN IN DOUBT, GET CHECKED OUT.

For more information and resources, visit www.NCAA.org/health-safety and www.CDC.gov/Concussion.



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