

UNIVERSITY OF SOUTHERN INDIANA

RECREATION, FITNESS, AND WELLNESS CENTER and AQUATIC CENTER NON-USI EMPLOYEE PARTICIPANTS & GUESTS

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

I, _____ ("Participant" print full name), desire to participate in the Buffalo Trace Council, Scouting America Merit Badge at the University of Southern Indiana's Recreation, Fitness, and Wellness Center and/or Aquatic Center("Program") February 21, 2026. I acknowledge that my participation is elective and voluntary. **In consideration for being allowed by the University of Southern Indiana ("USI") to participate in the Program, I acknowledge and agree to the following conditions:**

RULES AND REQUIREMENTS: USI may terminate my participation in the Program if it is determined that my conduct violates any rule or requirement of the Program, is detrimental to the best interests of the Program, or for any other reason in USI's discretion.

CERTIFICATION OF FITNESS TO PARTICIPATE: I am physically and mentally fit to participate in the Program and do not have any medical record or history that could be aggravated by my participation.

INFORMED CONSENT: I have been informed of and understand the nature of the Program. I assume full responsibility for my participation in the Program and use of USI's facilities. I know that, by participating in the Program, I could sustain serious personal injuries for which protective equipment may be inadequate to prevent. My participation in the Program may result in serious bodily injury to me, including death from heat stroke, concussion, paralysis, drowning, heart attacks or heart injury, sickle cell disease and or other injuries as a consequence of not only Releasee's (as defined herein) actions, inactions, gross negligence or recklessness, but also the actions, inactions, negligence or recklessness of others, conditions of the equipment, facility conditions, weather conditions, and/or negligent first aid operations. I further understand that the risks associated with the Program 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, viruses, and/or death. There may be risks not known to me or not reasonably foreseeable. Any injury, illness, damage, disability, or death that I may sustain during or as a result of this Program is my sole responsibility, except as expressly stated otherwise in this Agreement.

For Female Participants: If I participate in the Program 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 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, 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, 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

exercise/sport related activities 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 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: There are potential dangers incidental to my participation in the Program, including strains, sprains, broken bones, torn ligaments, torn cartilage, bodily injury, paralysis, drowning, contraction of contagious viruses, and possibly death. Potential dangers may result from participating, practicing, training, observing, and competing in Program activities and events. Potential dangers may also stem from weather conditions, facility conditions, equipment conditions, negligent first aid operations, improper officiating or refereeing, procedures of Releasees (as defined herein), and other risks that are unknown at this time. Risks may result from the Program's activity itself, from the acts of others, from use of the equipment or facilities, or organization of or unavailability of emergency medical care. Participation in the Program involves activities incidental thereto and the possible reckless conduct of other participants. **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' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO HOLD USI**, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at USI's direction (collectively referred to as "Releasees"), responsible 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 and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE ON, UPON, OR IN TRANSIT TO/ FROM THE PREMISES WHERE THE ACTIVITIES, PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM OCCURS OR IS BEING CONDUCTED.**

USI expressly disclaims liability for actions of third parties, including but not limited to participants, students, agents, or volunteers who are not acting under the direction and control of USI. I release 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, illness, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or reckless 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 (including attorneys' fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, **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' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

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 (including attorneys' fees), arising from any injury, illness, damage or death to me, including but not limited to any injury resulting from my own negligence, recklessness, or intentional misconduct during or related to the

Program, 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 AND COSTS) TO THE FULLEST EXTENT PERMITTED BY LAW.

PERSONAL MEDICAL INSURANCE. I have my own personal medical insurance and am responsible for the cost of any and all medical services that I may require as a result of participating in the Program, except for medical costs arising from an injury that I sustain that is the direct result of Releasees' gross negligence or intentional misconduct.

MEDICAL CONSENT: Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that USI personnel deem necessary for my safety and protection. Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, USI may direct that I be transported to the hospital for such care.

PROMOTIONAL RIGHTS: USI has the right to use, for promotional purposes only, any photographs of me taken by USI's employees or agents, during my participation in the Program. USI may use any statements or quotes attributed to me in my evaluation of the Program for marketing purposes.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Indiana.

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 (*under the age of 18*):

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)

Received by USI RFWC Staff:

Date: _____
(Signature)

Printed Name of Institution Official: _____

APPENDIX A: RULES AND REQUIREMENTS

USI wants your experience in this facility to be a pleasant and safe one. Please follow any and all Recreation, Fitness, and Wellness Center (RFWC) and/or Aquatic Center protocols which may exceed rules and requirements listed below. Please follow the facility rules outlined below. Individuals not adhering to these policies may be asked to leave. USI reserves the right to revoke the privileges of anyone who violates these rules.

Attire Policy

- Tops, bottoms, and footwear are required in all public areas of indoor facilities.
- Clean, appropriate athletic attire must cover the entire chest and buttocks. See-through garments are prohibited.
- Tops that cover the entire torso including shoulders, abdomen, and back are encouraged to prevent the spread of skin-transmitted diseases.
- Activity appropriate footwear is required. Open-toed, open-heeled shoes and sandals are not permitted.
- Swim attire permitted in Aquatics Center only.
- Clothes or accessories that may damage the fabric of the workout equipment are not allowed.

Facility Policies

1. Observe posted facility policies.
2. Consult a physician before beginning an exercise program.
3. Individual patrons shall utilize all services and equipment at their own risk. USI is not responsible for any injury that may occur to individuals participating in any exercise activity. Participation in exercise activity is on a voluntary basis.
4. Ask for assistance from staff before using unfamiliar equipment to avoid misuse or injury.
5. Participants shall report any broken or damaged equipment to staff.
6. Please report all injuries to staff on duty. All staff members are First Aid and CPR certified. Public Safety will be called to assist.
7. Participants must use the equipment only in the manner intended by the manufacturer. Follow all instructions and posted signs carefully. Participants shall not move or modify the equipment in any manner whatsoever. Use safety belt when provided on exercise equipment.
8. All participants are expected to behave appropriately and always conduct themselves as responsible citizens.
9. Abusive language and inappropriate behavior will not be tolerated and may result in loss of privileges. Harassment, fighting, intimidation of any sort, willful destruction of university property or equipment misuse may also result in loss of privileges and, if appropriate, further disciplinary, or legal action.
10. Any participant engaging in activities/behavior that is dangerous to themselves or others, will be asked to leave. Public Safety may also be alerted.
11. Please be aware of others. Allow other lifters to use equipment between sets.
12. Wipe down equipment before and after use.
13. All participants listening to their own music must use headphones.
14. Throwing objects off the balcony/track or from the gym floor to the balcony/track is prohibited.
15. The RFWC is not responsible for any lost or stolen items. Personal belongings should be secured in lockers in the locker rooms.
16. Participants are not allowed to have food and/or drinks in the fitness areas, except leak proof, sealed-top water bottles.
17. USI is a tobacco free campus. Violators will be asked to stop use or leave.
18. Possession or consumption of alcoholic beverages is also prohibited. In addition, participants who are suspected of having consumed alcohol will be asked to leave the premises. If the violator does not comply, USI Public Safety will be called.
19. Animals are prohibited in the RFWC, unless utilized as a service animal.
20. Follow all policies posted in the fitness areas and climbing center.

APPENDIX B: CONCUSSION FACT SHEET

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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APPENDIX C: SICKLE CELL FACT SHEET



A FACT SHEET FOR STUDENT-ATHLETES

SICKLE

CELL TRAIT



WHAT IS SICKLE CELL TRAIT?

Sickle cell trait is not a disease. Sickle cell trait is the inheritance of one gene for sickle hemoglobin and one for normal hemoglobin. Sickle cell trait will not turn into the disease. Sickle cell trait is a life-long condition that will not change over time.

DO YOU KNOW IF YOU HAVE SICKLE CELL TRAIT?

People at high risk for having sickle cell trait are those whose ancestors come from Africa, South or Central America, India, Saudi Arabia and Caribbean and Mediterranean countries.

HOW CAN I PREVENT A COLLAPSE?

- Know your sickle cell trait status.
- Engage in a slow and gradual preseason conditioning regimen.
- Build up your intensity slowly while training.
- Set your own pace. Use adequate rest and recovery between repetitions, especially during "gassers" and intense station or "mat" drills.
- Avoid pushing with all-out exertion longer than two to three minutes without a rest interval or a breather.
- If you experience symptoms such as muscle pain, abnormal weakness, undue fatigue or breathlessness, stop the activity immediately and notify your athletic trainer and/or coach.
- Stay well hydrated at all times, especially in hot and humid conditions.
- Avoid using high-caffeine energy drinks or supplements, or other stimulants, as they may contribute to dehydration.

- During intense exercise, red blood cells containing the sickle hemoglobin can change shape from round to quarter-moon, or "sickle."
- Sickled red cells may accumulate in the bloodstream during intense exercise, blocking normal blood flow to the tissues and muscles.
- During intense exercise, athletes with sickle cell trait have experienced significant physical distress, collapsed and even died.
- Heat, dehydration, altitude and asthma can increase the risk for and worsen complications associated with sickle cell trait, even when exercise is not intense.
- Athletes with sickle cell trait should not be excluded from participation as precautions can be put into place.

- Sickle cell trait occurs in about 8 percent of the U.S. African-American population, and between one in 2,000 to one in 10,000 in the Caucasian population.
- Most U.S. states test at birth, but most athletes with sickle cell trait don't know they have it.
- The NCAA recommends that athletics departments confirm the sickle cell trait status in all student-athletes.
- Knowledge of sickle cell trait status can be a gateway to education and simple precautions that may prevent collapse among athletes with sickle cell trait, allowing you to thrive in your sport.



- Maintain proper asthma management.
- Refrain from extreme exercise during acute illness, if feeling ill, or while experiencing a fever.
- Beware when adjusting to a change in altitude, e.g., a rise in altitude of as little as 2,000 feet. Modify your training and request that supplemental oxygen be available to you.
- Seek prompt medical care when experiencing unusual physical distress.

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