

**RELEASE OF LIABILITY  
EXPRESS ASSUMPTION OF THE RISK  
FOR PARTICIPATION IN WELLNESS ACTIVITES**

I understand and acknowledge that Wittenberg University ("Wittenberg") owns and/or operates certain facilities (hereinafter "Wittenberg facilities") located in Springfield, Ohio and that I am voluntarily participating in fitness and/or wellness activities (the "Wellness Activities") in Wittenberg facilities.

I fully understand and acknowledge the following:

1. The nature of the "Wellness Activities" activities may involve lifting, bending, stretching, pulling, pushing, cardiac exertion etc. and, as such, there is a risk of injury inherent to the activity.
2. Sprains, strains, fractures, ligament and cartilage tears, serious neck and back injuries, heart conditions, and other stress related damage leading to paraplegia, quadriplegia or death, though rare, may occur.

I acknowledge and understand that the risk of injury, aggravation of injury and other risks may adversely affect my present and future state of health, present and future achievements and opportunities, and present and future vocational employment opportunities. I have been advised to consult with my physician regarding my participation in the Wellness Activities. Knowing and understanding all of the risks, including those mentioned herein, which I realize is not all-inclusive, it is my desire to participate in Wellness Activities.

In consideration of my being allowed to participate in Wellness Activities in Wittenberg facilities, I, the undersigned, do hereby expressly waive, release, and forever discharge Wittenberg and its trustees, officers, employees and agents from any injuries or conditions resulting from my participation in Wellness Activities. I, the undersigned, do hereby forever release Wittenberg and any others acting on its behalf from any and all responsibility for any injury or damage to myself including those caused by any future negligent acts or omissions which arise out of or are in any way connected with my participation in Wellness Activities.

In the event that I, or anyone else, ever attempts to disaffirm or set aside this agreement, or institute any claim or suit against the parties hereby released, I shall indemnify, defend and hold these parties released hereby absolutely harmless from and against any and all such claims, suits, causes of action, demands, damages, monies, costs, fees, expenses, attorney fees, and judgments which may be sought against the parties hereby released.

In the event that any portion of this contract shall be determined to be unenforceable in law or equity, the same shall not render the remainder of the contract unenforceable.

I have had an opportunity to ask questions and fully understand and appreciate the legal effect of signing this document. It is my specific understanding that, by signing this document, I will be giving up my right to hold any party hereby released responsible for any liability for any cause for any present, past, or future harm to the undersigned participant, including any such harm caused by any negligent act or omission while engaged in the Wellness Activities.

I, the undersigned, hereby certify that I am at least 18 years of age.

**I HAVE READ AND UNDERSTAND THIS RELEASE BEFORE SIGNING IT**

\_\_\_\_\_  
Participant's name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Witness