

West Virginia University
Participant Statement of Responsibility, and Waiver & Release

Participant Name: _____ Participant Date of Birth: _____

Event Name: _____

Risks and Responsibilities

Although the WVU Campus Recreation Center has taken precautions to provide proper organization, supervision, instruction and equipment, it is impossible for the WVU Campus Recreation Center to guarantee absolute safety. Participant (and parent/guardian if participant is under 18 years of age) (collectively “participant”) understand that by participating in the program, the participant may face risks associated with **Bubble Soccer/Zorbing, Pool, Human Foosball, Human Bowling, the WVU Climbing Wall, Fitness Equipment, and Multi-Purpose Courts;** in general, including the risks listed below for each activity. Participant understands that WVU does not select, employ, supervise or otherwise exercise authority or control over all the coaches, mentors, and other participants in the program. Participant, if 18 years of age or older, acknowledges and agrees that he or she is primarily responsible for his or her safety. The parent/guardian of a participant under 18 years of age acknowledges and agrees that the parent/guardian is primarily responsible for the participant’s safety and that the parent/guardian will monitor or take necessary measures to monitor, as appropriate considering the age of the participant and other factors, the participant’s participation in the program. Please consider these risks and responsibilities carefully before deciding to continue with the program.

Bubble Soccer/Zorbing Risks (may include but are not limited to):

1. Participating in physical contact sports such as bubble soccer or zorbing is a hazardous activity.
2. Activity may result in injuries such as concussions, broken bones, sprains, other forms of physical injury and possibly death.
3. Other risks include, cuts and abrasions resulting from skin contact with equipment.

Human Foosball/ Human Bowling (may include but are not limited to):

1. Injury due to tools and equipment that are misused, defective, or otherwise unusually dangerous.
2. Illness, including communicable disease.
3. The actions, even if negligent, grossly negligent, intentional, or reckless of WVU, its employees, or students and other participants.

Pool Risks (may include but are not limited to):

1. Like at all pools swimming at the Student Recreation Center could result in drowning and possibly death.
2. The pool deck is slippery and falls on the deck may result in injuries such as broken bones, sprains, and concussions.

WVU Climbing Wall Risks (may include but are not limited to):

1. Falling off the WVU Climbing Wall and impacting against rock faces and projections, whether permanently or temporarily in place, or the WVU Student Recreation Center floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the WVU Climbing Wall such as climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques.
3. Injuries resulting from falling climbers or dropped items.
4. Cuts and abrasions resulting from skin contact with the WVU Climbing Wall.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the WVU Climbing Wall structure.



Fitness Equipment

1. Participants must be thirteen (13) years or older to utilize fitness equipment
2. Falling off equipment, miss use, general negligence of machine safety could result in injuries broken bones, sprains, lacerations, and concussions

Multi-purpose courts

1. Includes but not limited to the following activities
 - a. Badminton, pickle ball, basketball, volleyball, soccer, futsal, racquetball, squash, wallyball, and indoor track
2. Over excursion of self and/or others could result in injuries such as broken bones, sprains, lacerations, and concussions
3. Internal injuries due to over excursion of self and/or others include but not limited to
 - a. Sprains, pulls, tares, and detachment of ligaments, tendons and other internal organs and injuries

Termination

Participant understands that failure to follow and abide by the program or WVU policies and procedures, applicable laws and regulations, or any other behavior deemed unsuitable for purposes of the program, shall constitute grounds for terminating participation in the program.

Health Insurance, Medical Authorization and Emergency Information

Participant accepts full responsibility for participant's health, safety and property during the program. Participant is in good physical condition and does not suffer from any medical issue that could be exacerbated by participation. Participant represents that he or she is or will be covered throughout the program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses, including those the participant sustains or experiences in the program's locality. Participant agrees to report to WVU at the time of execution and delivery of this form any physical or mental condition which may require special medical attention or accommodation during the program.

Additionally, participant consents to any medical treatment that may be required during the program or as a consequence of participation in it. Participant accepts full responsibility for the costs of any medical care received during the program or as a consequence of participation in it.

The following person should be contacted in case of emergency:

Name: _____ Relationship: _____

Address: _____ Telephone: _____

General Release, Waiver of Rights, and Agreement Not to Sue

Participant understands that WVU reserves the right to make changes to the program at any time and for any reason, with or without notice, and WVU shall not be liable for any loss or additional expense to participant by reason of any such cancellation or change.

In consideration for the opportunity to participate in the program and to the extent allowable by law, participant agrees to **WAIVE** any claim the participant may have at any time based on participation in the program and **RELEASE, DISCHARGE, and AGREE NOT TO SUE** for myself and my heirs, executors, administrators, and assigns, West Virginia University and its Board of Governors, employees, agents, and volunteers, from all claims, demands, and causes of action for personal injury or any other damage which may arise out of or be in any way related to my participation in this program, including any claim based on actual or alleged negligence, gross negligence, intentional, or reckless behavior.

Photo, Video, Audio and Other Recording

Participant understands that he or she may be recorded on film, audio, video or other media during the program. Participant waives any claim based on any such recording, broadcast, or other use of his or her image, speech, or personality and authorizes WVU to use participant's image, speech, and personality for any purpose related to the program.

Minor Child

I understand that no minor child (a person under the age of 18 as of the date of the program) may participate in the program without the permission of a parent or guardian. If I am signing this form for a minor child, I understand that all the releases, authorizations, and statements made in this document apply to me and my child, and I consent to my child's full participation in the program.

Severability

Participant understands that every provision of this form is severable. If any term or provision is held to be illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of the form.

Participant understands and acknowledges that participation in the program is wholly voluntary and that he or she is freely and voluntarily signing this document. Participant agrees that he or she has read this form carefully, in its entirety, and understands it fully.

Participant Name _____
(please print)

Participant Signature _____ Date _____

Parent / Guardian Name _____
(please print) **If participant is under 18 years of age**

Parent / Guardian Signature _____

Pool Rules

Birthday Parties and Special Events

Overview

The following rules should be reviewed with parties prior to them entering the water. Please note that this is not an all-inclusive list of pool policies. Lifeguards are expected to and will stop any activities that they deem are unsafe.

Rules to Review

1. All food and drink must remain in the classroom at all times. Only water is permitted on the pool deck.
2. All flotation devices must be coast guard approved. Approved lifejackets are available on the pool deck free of charge.
3. The following are not permitted in the aquatics area:
 - Inflatable swimming aids and toys
 - Squirrt guns
 - Using kickboards and pull buoys for anything other than their intended use.
 - Hyperventilation, underwater breath holding games and swimming underwater for more than 1/2 of the length of the pool
4. Swimmers are not permitted to dive into the pool or jump into the vortex.
5. Swimmers must walk while on the pool deck.
6. Lifeguards are expected to and will stop any activities that they deem are unsafe.

MEDIA, PHOTO & VIDEO RELEASE FORM

Program/Camp: _____

Date(s): _____

Time(s): _____

Location: _____

Please check one box:

☐ **Yes - Media, Photo and Video Authorization**

I understand that during the course of my child's participation in the above-referenced activity, that the Program, and those acting with the Program's permission or authority, may capture my child's name, likeness, image, or voice in photographic, audio, video, digital or other recording forms ("Recordings"). I give my permission for the Program to use those recordings or works produced by my child (e.g., art work) for promotional, commercial, informational, and educational purposes in any and all media (including the Internet) now existing or hereafter devised, for any purpose consistent with the Program's mission. I understand that I will not have an opportunity to review or approve uses of the Recordings or Works.

I recognize that the Program, through West Virginia University ("University") and West Virginia University Hospitals, Inc. and their component parts, hold the copyrights in all Recordings. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any Recordings or Works created as a result of my child's participation in the Program.

I release, indemnify and hold harmless the University from and against all liability, actions, debts, claims and demands of every kind whatsoever to the taking or use of the Recordings or Works of my child.

☐ **No-Media, Photo or Video Authorization**

I do not grant permission to Program to take or use my child's name, likeness, image, or voice in any form or to use work produced by child for any reason unless necessary for the administration of the Program while my child is participating in the Program.

Participant's Name: _____

Parent/Legal Guardian's Name: _____

Parent/Guardian Signature: _____

Date: _____

West Virginia University
Protection Children WVU Programming
Consent for Treatment/Immunizations of a Minor

FOR UNIVERSITY HEALTH SERVICES USE ONLY

Patient Name: _____

Medical Record #: _____

DOB: _____ Gender: _____

Provider: _____ Date: _____

This form must be completed and returned to the camp director prior to the program start date.

Personal Information

Camper's Last Name _____ First Name _____ Birthdate _____ M ☐ F ☐

Specify program your child will attend _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ E-mail Address _____

Parent/Guardian 1 _____ Daytime Phone _____ Place of employment _____

Parent/Guardian 2 _____ Daytime Phone _____ Place of employment _____

Health Insurance Carrier _____ Policy Number _____ Plan Number _____

Is physician authorization needed? ☐ Yes ☐ No Family Physician _____ Phone _____

In case of emergency, please notify the following individual(s) if neither parent nor guardian is available:

1. _____ Phone _____

2. _____ Phone _____

Health History

Allergies: _____

Date of most recent tetanus immunization: _____

Please list any *major* past illnesses (contagious and non-contagious): _____

Please list any *major* operations or serious injuries (include dates): _____

Has the camper ever been hospitalized? ☐ No ☐ Yes

Does the camper have a chronic or recurring illness? ☐ No ☐ Yes

If YES, explain: _____

Is there anything else in camper's health history that the camp staff should know? _____

Are there any activities from which the camper should be restricted? ☐ No ☐ Yes

Does the camper have any special dietary restrictions? ☐ No ☐ Yes

If YES, explain: _____

Does the camper wear any medical appliances (glasses, contact lenses, orthodonture, etc.)? ☒ No ☐ Yes

If YES, explain: _____

Is the camper's immunization record current showing that the camper has been immunized in accordance with the West Virginia Bureau for Public Health State Vaccine Requirements? ☐ No ☐ Yes ***If No***, attach official documentation of exemption from immunizations for Reasons of Conscience or a Physician's Statement of medical contraindications.

This authorizes West Virginia University physicians, medical personnel and camp sponsors to release information concerning the medical status, medical condition, injuries, prognosis, diagnosis and related personally identifiable health information of _____ (participant name) to camp staff. This information includes injuries or illnesses relevant to participation in the above-named camp at West Virginia University.

SIGNATURE OF CAMPER _____ DATE _____

SIGNATURE OF PARENT/LEGAL GUARDIAN _____ DATE _____

CAMPER'S DATE OF BIRTH _____ PROGRAM NAME _____

Will the camper need to take any medication at camp? ☐ No ☐ Yes

If YES, please list the specific prescription or over-the-counter medications below, reasons for medication, and daily dosage.

Medication	Reason(s) for Medication	Daily Dosage/Time(s) Taken

West Virginia University sponsored _____ (camp/program name) designated personnel will not dispense non-prescription or prescription medication to the above-named participant until the following information has been completed by a parent or guardian. It is the responsibility of the parent/guardian to give the medication directly to the camp director or designated staff member in individual dosage containers, original prescriptions containers, or envelopes clearly labeled with dosage instructions on the first day of camp.

I _____, the parent/guardian of _____ give permission to the staff of the _____ (camp/program name) to administer the prescription medications listed above.

My child may possess and self-administer the following medicine: _____
and I affirm that my child understands and agrees that he/she will use the medication only according to dosage instructions, and will not share or otherwise provide medication to any other person while at camp, and failure to do so is a violation of camp rules that will result in disciplinary action, up to and including removal from camp.

I hereby release West Virginia University, its Board of Governors, faculty, staff, students, and volunteers from any and all liability in any way resulting or arising from the administering of the above medication.

SIGNATURE OF PARENT/LEGAL GUARDIAN

DATE

I, the undersigned, as the parent or legal guardian of _____ (a minor) hereby authorize such diagnostic, medical and/or surgical treatment of such minor as may be considered necessary or appropriate under the circumstances for the treatment of any illness or injury of the minor; and to provide or arrange necessary related transportation for minor to a healthcare facility for emergency services as needed. The attending provider, appropriate staff, and West Virginia University and its faculty, staff, students and volunteers shall not be responsible in any way for any consequences from said diagnostic, medical, and/or surgical treatment and I hereby release them from any and all claims and causes of action that may arise, grow out of, or be incident to such diagnosis, treatment, or surgery insofar as the law allows and provided that these services are performed with ordinary care.

SIGNATURE OF PARENT/LEGAL GUARDIAN

DATE

PRINT NAME

Please Return to Camp Director:

Name of Program: _____

Camp Director: _____

Camp Director Phone: _____ Camp Director Fax: _____

Camp Director Mailing Address: _____

To request disability-related accommodations, please contact West Virginia University ADA Coordinator in the WVU Division of Diversity, Equity and Inclusion at 304-293-5600 (Phone), 304-293-8279 (Fax), or e-mail at Diversity@mail.wvu.edu. More information is available at <https://diversity.wvu.edu/>