University of Evansville

Ace CARE
COMMUNITY ACTION THROUGH REHABILITATION AND EDUCATION

Ace Care Release and Waiver of Liability

ACE CARE PHYSICAL THERAPY CLINIC

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

I, _____ **[print name]** ("Participant"), hereby acknowledge that I have voluntarily elected to participate in _Ace Care Physical Therapy ("Activity"), to be held in and around the Ace CARE Physical Therapy Clinic and the University of Evansville on _____ **[insert date]**.

In consideration for being permitted by the University of Evansville (UE) to participate in the ACE CARE Physical Therapy, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary and that my participation is not required by the Ace CARE Physical Therapy Clinic nor the University of Evansville.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Ace CARE Physical Therapy Clinic and UE policies and procedures. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that the Ace CARE Physical Therapy Clinic and UE has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in Ace CARE Physical Therapy Clinic's and/or UE's discretion.

INFORMED CONSENT & ASSUMPTION OF RISK: I have been informed of and I understand the various aspects of the Activity. I understand that there are risks involved in participation in the Activity which include, but are not limited to: bodily injury, pain, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability, injuries due to condition of equipment, facility conditions, wildlife, negligent first-aid operations and there may be other risks not known to me or not reasonably foreseeable to me at this time. In addition, I understand that as a participant in the Activity, I will engage in activities, including Physical Therapy during which I could sustain: bodily injury, pain, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability, personal injuries, illness, and/or property damage. I understand that as a participant in the Activity I could sustain personal injuries, illness, and/or property damage as a consequence of not only Ace CARE Physical Therapy Clinic and/or UE's actions or inactions, but also the actions, negligence or fault if others, and there may be other risks not known to me or not reasonably foreseeable at this time. I not further understand and agree that any injury, illness, disability and/or property damage that I may sustain by any means is my sole responsibility, except for those occurrences due to Ace CARE Physical Therapy Clinic and/or UE's negligence or intentional acts. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF UE, ITS BOARD OF TRUSTEES, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ANY STUDENTS (hereinafter referred to as "Releasees") UNLESS THEY ARISE FROM INTENTIONAL OR NEGLIGENT ACTS OF THE RELEASEES, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE PROGRAM.**

RELEASE AND WAIVER OF LIABILITY & INDEMNIFICATION: I, on behalf of myself, my personal representative, heirs, executors, administrators, agents, and assigns agree to **HOLD HARMLESS, DEFEND, INDEMNIFY, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** 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, illness, disability and/or property damage that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury, illness, disability and/or damage that I sustain as a result of my own negligent acts.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I **(*initial one*)** do ____ do not ____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care the Ace CARE Physical Therapy Clinic and/or UE 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.

CHOICE OF LAW: I hereby agree that 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 HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

_____ _____

Signature of Participant Date

_____ Work # _____

Emergency Contact

Home # _____

Cell # _____

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

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 ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

_____ _____

Signature of Parent or Guardian Date