

INTRAMURAL ATHLETIC ORGANIZATIONS AND CLUBS

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

I, _____ (“Participant”), or (Parent/Guardian for Participants Who are Minors) on today’s date of _____, 2013, hereby acknowledge that I have (or may during this Academic Year) voluntarily elected to participate on intramural athletic teams or in an activity that may involve the use of Dominican University of California’s (DUC) fitness facilities and equipment (“Program”) from 2013-2014 (“Academic Year”). I further hereby acknowledge that I have permission to use, today and during this Academic Year, DUC’s public athletic facilities, including the Conlan Recreation Center, John F. Allen Athletics Complex and/or equipment located within various buildings on the DUC campus (together, “Facilities”). I acknowledge that my participation and use is elective and voluntary. **In consideration for being permitted by the Dominican University of California (“INSTITUTION”) to participate in the Program and to use DUC’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 Dominican University of California the right to use, for promotional purposes only, any photographs of me taken by DUC, its employees or agents, during my participation in the Program and use of its Facilities. I further understand and agree that DUC 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 Dominican University of California policies and procedures. I further agree to abide by all the rules and requirements of the Program and of the Facilities. I acknowledge that DUC 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 DUC 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 DUC’s discretion.

INFORMED CONSENT AND ASSUMPTION OF RISKS: I have been informed of, and I understand and acknowledge the various aspects and potential dangers incidental to my participation in the Program and use of the Facilities, including risks of damage, bodily injury and possibly death as discussed throughout this Agreement. Dangers incidental to my participation in DUC’s Program and use of the Facilities may include activities such as, practicing, training, observing, utilizing equipment, aerobic activities and competing in Program events within the Facilities, and during my participation I could sustain serious personal injuries. I am aware that certain activities and programs that I participate in can involve vigorous activity including severe cardiovascular and muscular stress and/or violent physical contact, resulting in possible death, serious neck and spinal injuries, complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, or even death as a consequence of not only Releases’ (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 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 provide and use personal protective equipment as necessary. I further understand that DUC personnel may not be present in the athletic facilities at all times and 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. In addition, I understand that participation in the athletic programs involves activities incidental thereto and the possible reckless conduct of other participants. I understand that these potential incidental 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 to me or not reasonably foreseeable at this time which 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.

I further 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 and I have read and understand the NCAA Concussion Fact Sheet (Exhibit A) and am aware of the following information:

1. A concussion is a brain injury for which I am responsible for reporting to DUC'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 DUC'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 DUC's health care provider.
5. If I suspect a teammate or friend who uses the athletic facilities under this Agreement has a concussion, I am responsible for reporting the injury to DUC's health care provider.

6. I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion-like symptoms until I am cleared by DUC'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.

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** Dominican University of California, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at DUC'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.**

Dominican University of California expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of DUC. I, hereby 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, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

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 Dominican University of California'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 DUC'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 (initial one) do____/do not____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Dominican University of California 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, DUC 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 Dominican University of California's Facilities, I am doing so independently and that I am not an employee or agent of DUC. I understand and agree that as a non-employee, I am not entitled to receive compensation or any other employee benefit from DUC for my participation in the Program or use of DUC's Facilities.

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

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 of Participant)

(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)

Received by:

Date: _____

(Signature of Institution Official)

(Printed Name of Institution Official)

APPENDIX A: 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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