

MINNESOTA STATE UNIVERSITY, MANKATO  
Human Performance/Exercise Physiology Laboratory Testing  
**ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION  
AND RELEASE**

READ CAREFULLY BEFORE SIGNING

I wish to participate in one or more of the following laboratory testing opportunities (“Physical Activities”) offered by Minnesota State University, Mankato, MN (“the University”). These Physical Activities (or tests) may include, but are not limited to, one or more of the following maximal or submaximal laboratory or field tests:  $VO_2$ max, Lactate Threshold, Pulmonary Function, Wingate, 3-minute all-out test (3MT), Stress Testing involving electrocardiogram (ECG), Resting Metabolic Rate, Cholesterol, Blood Glucose and Triglycerides, Body Composition tests (skin folds, Bioelectrical Impedance Analysis (BIA), Air Displacement Plethysmography (BOD-POD), or Underwater Weighing (UWW)), strength testing, and/or various other physical activities within the Human Performance Lab (**HC 1312**), indoor gym/fieldhouse, and/or outdoor spaces. Participants in the Physical Activities engage in activities requiring upper, lower, or full body physical movements including, but not limited to, running, walking, pedaling, jumping, throwing, twisting, turning, bending, lifting, swinging, climbing, skipping, and bodily contact.

I understand that the Physical Activities, even under the safest conditions, may be hazardous and that my participation may expose me to elements of risk that may include loss of or damage to personal property or bodily injury or death. Risks include, but are not limited to, psychological stress and physical injuries resulting from participation in the above-mentioned activities, as well as those resulting from exertion, falling, tripping, pulling, catching, bumping, impacting, sun and element exposure, and insect stings or bites, in addition to currently unknown or unforeseen risks, such as those that could occur due to natural phenomena. I am fully aware of the dangers and the risks to my person and property and elect to voluntarily engage in the Physical Activities. I understand I am under no compulsion to engage in the Physical Activities as a condition of being a student at the University or a member of the community, or for any other reason, and I freely elect to engage in the Physical Activities.

In consideration of the University’s agreement to permit me to participate in the activities stated above, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- 1) I agree to abide by the safety rules and regulations as set by the University staff. Failure to do so may place myself and others in danger and will disqualify me from participation, and I acknowledge that the Program staff may terminate my participation in the Physical Activities at any time at their sole discretion. I hereby consent to allow the University staff to obtain emergency medical treatment for me that may be deemed advisable in the event of injury, accident or illness during this activity or event.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University, Minnesota State Colleges and Universities, Minnesota State Board of Directors, the State of Minnesota, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) ("Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Program whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees.
- 3) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney fees, which arise out of, occur during, or are in any way connected with my participation in the Physical Activities.
- 4) I acknowledge that as part of the University's mission to advertise and promote the academic, recreational, team-building, laboratory or field physiological testing opportunities it offers, the University staff may take photographs of participants while they engage in the Physical Activities. I acknowledge that I may be photographed during my participation in the Physical Activities and freely and willingly consent to the University's use of my likeness in print or on electronic media to promote the opportunities the University offers, unless I check the box below.

I do not consent to the University's use of any photographs of me taken during my participation in the laboratory and/or field physiological testing activities.

- 5) I agree that this Assumption of Risk Waiver of Liability, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A.; and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. I agree that this Agreement is to be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
Participant 18 years of age or older (Print First and Last Name)

Note to Parents and Legal Guardians:

If participant is under 18 years of age, BOTH the participant and the legal guardian must sign this form.

In signing this document below I hereby acknowledge that I have read this entire document or had it read to me, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
Participant under 18 years of age (Print First and Last Name)

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
Parent or Legal Guardian (Print First and Last Name)

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