

MSU Recreation & Wellness Challenge Course

Health Disclosure Form

**Please Read:** This form is intended to remind staff and participants of the seriousness of attempting adventure activities with a pre-existing medical condition. This information will be kept confidential. Please answer honestly and to the best of your ability. If you have any questions or concerns, please speak with the challenge course staff before attempting to participate in any challenge course activities.

Please Circle One

1. Do you have any known medical conditions which may affect participation? Yes No

If yes, please explain: \_\_\_\_\_

2. Are you currently taking any prescription or non-prescription medication? Yes No

If yes, please list medication name and dosage: \_\_\_\_\_

\_\_\_\_\_

3. Do you have any heart conditions? Yes No

4. Do you have high blood pressure? Yes No

5. Do you have allergies (food, bees, insects, or medicines)? Yes No

If yes, please list: \_\_\_\_\_

6. Do you foresee any problems participating due to lack of physical exercise? Yes No

If yes, please explain: \_\_\_\_\_

7. Do you feel any pressure or coercion from employer or others to participate? Yes No

8. Do you have a disability which may affect participation? Yes No

If yes, please indicate the functional implications and any concerns about participation related to your disability: \_\_\_\_\_

\_\_\_\_\_

I have honestly disclosed to the staff any medical, psychological, or personal information relating to my health. I will remember that all activities are “Challenge by Choice”, and that concept has been sufficiently explained to me.

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

## MSU Recreation & Wellness Challenge Course

### Participant Assumption of Risk, Release, and Agreement

In consideration of the services of MSU Recreation and Wellness and Morehead State University, its agents, officers, volunteers, participants, employees, and all other persons and or entities acting in any capacity on its behalf (hereafter collectively referred to as MSU), I hereby agree to release, indemnify, and discharge MSU, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estates as follows:

\_\_\_\_\_ 1. I acknowledge that my participation in Challenge Course activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, to my property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. These risks may include (but are not limited to):

The potential for slips, falls and falling; rope burns; pinches, scrapes, twists, and jolts which may result in scratches, bruises, sprains, fractures, concussions, or even more severe life threatening injuries.

During an activity there may be contact with plants, animals, or insects that may result in stings, bites, severe allergic reactions, or associated conditions.

Environmental factors may increase the risk of heat-related illnesses such as dehydration, heat exhaustion, heat stroke, and/or sunburn.

Challenge Course activities require physical exertion as well as emotional and mental stability. Rescues may take considerable time to perform due to the inherent nature of the activity. Communication may be difficult.

NOTE: This list is not an exclusive or exhaustive list of all possible injuries, trauma or accidents that may occur while using the Challenge Course.

\_\_\_\_\_ 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

\_\_\_\_\_ 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MSU from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of MSU equipment or facilities, including any such claims which allege negligent acts or omissions of MSU.

\_\_\_\_\_ 4. I agree that MSU is not liable for my attorney's fees and costs to enforce this agreement or for any claim that I may have against MSU related to this activity. I agree to indemnify and hold MSU harmless for any such fees and costs that may be asserted.

\_\_\_\_\_ 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to me. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

\_\_\_\_\_ 6. In the event that I file a lawsuit against MSU, I agree to do so solely in the Commonwealth of Kentucky, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of any other state. I understand that MSU is an agency of the Commonwealth of Kentucky and so is subject to the Kentucky Board of Claims. Any contract claim I may allege must be filed in the Franklin Circuit Court, Frankfort, KY. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by the court of law to have waived my right to maintain a lawsuit against MSU on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by these terms.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Minor's Parent/Guardian Name

\_\_\_\_\_  
Minor's Parent/Guardian Signature

\_\_\_\_\_  
Date

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_