



UCO WELLNESSCENTER.COM

WAIVER

WAIVER OF LIABILITY, RELEASE AND ASSUMPTION OF RISK, AUTHORIZATION, AND CONDUCT AGREEMENT

I hereby authorize the UCO Wellness Center to take and use photographs and video recordings. I understand that their use may be used internally by UCO; used for commercial reproduction, advertising, news, marketing, and promotional materials for UCO; and streaming in digital format on the Internet.

I acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Oklahoma. In accordance with the most recent guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention, the Oklahoma State Department of Health and the Oklahoma City-County Health Department, for slowing the transmission of COVID-19, I hereby agree, represent and warrant that I will not utilize UCO facilities or participate in the Activity within fourteen (14) days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and I agree that I am aware of this list and the areas listed. I further agree, represent and warrant that I will not utilize UCO facilities or participate in the Activity if I (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) have a suspected, diagnosed or confirmed case of COVID-19. I agree to notify UCO immediately if I believe that any of the foregoing access or use restrictions may apply.

UCO has taken certain steps to implement recommended guidance and protocols issued by Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access and use restrictions described above. I acknowledge and agree that UCO may revise its procedures, including without limitation, suspension or cancellation of use of UCO facilities and/or the Activity, at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and I further agree to comply with UCO's revised procedures prior to utilizing the facilities, services, and programs of UCO and/or the Activity. I further acknowledge and agree that due to the nature of the Activity, social distancing of 6 feet per person is not possible. I fully understand and appreciate both the known and potential dangers of utilizing the facilities and participating in the Activity and acknowledge that my use of the facilities or participation in the Activity may, despite, UCO's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

In consideration of permission to use the facilities and equipment and avail myself of staff and services at the University of Central Oklahoma Wellness Center (the "Center") I hereby: (i) release, discharge and covenant not to sue the Board of Regents of Oklahoma Colleges, the University of Central Oklahoma (UCO), and their regents, officers, employees and agents from any and all claims and liabilities for personal injury, accidents or illness (including death), and property loss resulting from or arising out of any activities or observation or use of any equipment, facilities or premises at or adjacent to the Center; (ii) assume all risks, inherent or otherwise, relating to the use of any equipment, facilities or premises and participation in or observation of in any activities whether or not they are organized or scheduled activities, recognizing that such use, observation or participation may involve risks ranging from minor injuries, accidents or illness to major injuries, either physical or psychological, to catastrophic injuries resulting in death; (iii) acknowledge that UCO does not require a medical exam or certification of physical ability as a condition to the use of the facility or any program or activity at the Center, and that I am responsible for all decisions relating to the use of the facility; (iv) acknowledge that it is my responsibility to consult my personal physician before using the facility and periodically thereafter; (v) represent that I do not have any physical, psychological or other condition or limitation that might make my use of the Center or any program or activity at the Center potentially dangerous or harmful to me or others.

I further expressly agree that this Waiver of Liability, Release and Assumption of Risk is intended to be as broad and inclusive as is permitted by the laws of the State of Oklahoma, and that if any portion of it is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Waiver of Liability, Release and Assumption of Risk, and Conduct Agreement and fully understand its terms, and understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this document freely and voluntarily, and intend by my signature to be and grant a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge and agree to abide by the rules and regulations of the Wellness Center.

Participant Name: _____

UCO Banner ID: _____

Signature: _____

Date: _____

Guest/Family Member: _____

Signature: _____