I am aware that exercise is a physically stressful activity and in certain instances can even be harmful and result in death. I am also aware that anyone who smokes, has ever had elevated blood pressure, is male and over 44 years of age or female over 54 years of age, presently does not exercise, has ever had cardiac (heart) problems, is overweight, has diabetes, has any other cardiovascular problems, or is susceptible to orthopedic problems is at greater risk while exercising. I understand that I should consult with my personal physician before I begin or continue any exercise program, including the programs offered by Coahoma County Healthy Campus/Community Initiative (HCCI) and the College of Education and Human Sciences at Delta State University (COEHS). I am also aware that exercise may offer health benefits such as improved cardiorespiratory function, energy, and strength, greater ability to lose or maintain weight, and protection against disease.

I also understand and agree that the HCCI and the COEHS (i) may at any time, in its sole discretion, require me to get a physician’s consent before I can use Coahoma County Higher Education Center facilities/programs; (ii) may at any time, in its sole discretion, determine that I am not well enough to use the Coahoma County Higher Education Center facilities/programs; (iii) shall collect information relating to my personal fitness and health information in order to provide me fitness related services, but under no circumstances shall such information be shared with, or disclosed to, Delta State University, its subsidiaries and affiliates or any of their respective owners, officers, directors, employees or other representatives. I consent to the use of my personal fitness and personal health information by HCCI and the COEHS in order to provide fitness services to me and to evaluate my fitness to use the Facility.

I understand that my use of the fitness/wellness facility and my participation in programs and/or fitness testing provided by HCCI is voluntary and at my own risk and I may withdraw from participation at any time without penalty. Fitness tests/assessments will be given at multiple times and the data gathered from those fitness tests/assessments may be used for reporting purposes and/or for written publication. The fitness tests/assessments should take no longer than 30 minutes to complete and can provide valuable baseline fitness data to use in setting exercise goals and to document progress. All data will remain confidential. The Institutional review Board at Delta State can be contacted at IRB Chair, Kent Wyatt Hall 239, Delta State University, Cleveland, MS 38733, or Phone – 662-846-4700, or email irb@deltastate.edu.

In consideration for being able to use the facility or being permitted to participate in their programs, I hereby release, discharge, and covenant not to sue in the future, Delta State University, its subsidiaries and affiliates, and any/all of their directors, officers, employees, agents, successors and assigns, and any/all of their directors, officers, employees, agents, successors and assigns with respect to any and all claims, demands, actions, or causes of action whatsoever, including claims arising from the negligence of any person or party, and from any and all liability for any loss or property damage or personal injury of any kind, nature, or description, including death, that may arise or be sustained by me during or related to my use of the facility or participation in the programs provided by either or
both. This release specifically includes but is not limited to exercise or increased activity, fitness testing, dietary changes, equipment usage, class participation, outdoor activities, recreational team participation, or any other use while in or about the facility premises.

I recognize and acknowledge that I execute this Release and Covenant Not to Sue voluntarily and as a condition of my participation in HCCI and COEHS Group Fitness Class Programs, and that neither my execution of this document nor my participation in the HCCI and COEHS Programs are required by or a condition of my employment by Delta State University, its subsidiaries or affiliates. This Release shall be binding upon my heirs, administrators, executors, assigns.

I agree that if a legal dispute arises, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by Mississippi courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, I agree to submit the dispute to binding arbitration through the American Arbitration Association in Mississippi. I further agree that if, in spite of this contract, legal action is brought regarding a claim, it will be brought in the District Court housed in Bolivar County, Mississippi and further agree that the substantive laws of Mississippi shall apply in any action brought.

I hereby consent to having pictures appear in electronic media, print publications, or any form of advertisement the Healthy Campus/Community Initiative, Delta State University, Blue Cross & Blue Shield, Blue Cross &Blue Shield of Mississippi Foundation, and their affiliates/counterparts, including Gil Ford Photography Incorporated, might choose to release. I understand that my pictures may be on display in accordance with any of the above mentioned parties. I further acknowledge that my name may or may not be used in connection with the pictures.

UNDERSTANDING BETWEEN PARTIES
I represent that I have read and understood and have had an opportunity to ask questions concerning this Informed Consent and Release of Liability. I acknowledge that this release is being relied on by the HCCI and the COEHS programs in permitting me to use the facilities, programs and equipment of HCCI and the COEHS. I understand that at any time I may review this Informed Consent and Release by requesting a copy from the HCCI/COEHS staff.

If any portion of this agreement is deemed to be invalid it will not affect the enforceability of the remainder of this agreement.

I also understand that I may be required to provide a signed Physician’s Clearance Form if certain health status changes are discovered based upon a review of my updated PHYSICAL ACTIVITY READINESS QUESTIONNAIRE. Furthermore, I understand that if I already have an existing Physician’s Clearance Form on file I will be required to provide an updated form prior to its expiration date. I have re-read this form and have had the
opportunity to ask questions and consult my attorney if I so chose. I have sufficient information to give my informed consent to (continue to) participate in the exercise program.

The Coahoma County Healthy Campus/Community Initiative is housed at the Coahoma County Higher Education Center in Clarksdale MS. If you have any questions regarding this form or information contained therein please contact Lesley Johnson at 662-645-7721 or ljohnson@deltastate.edu.

I HEREBY AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENTS.

Participant Name ___________________________________________________________________

Participant’s Signature____________________________________Date_____________________
