

Instructions

- Complete this form to waive workers' compensation coverage for voluntary participation in employer-sponsored recreational activities or fitness programs.
- In the space provided, list all employer-sponsored recreational activities and fitness programs for which the employee wishes to waive workers' compensation coverage. Make a line through any blank spaces.
- The employee must sign and date this form to acknowledge agreement.
- The employer shall retain the original for his or her files and provide a copy to the employee.
- The employer should submit a copy to BWC only when an employee files a claim for an injury or occupational disease sustained in the employer-sponsored recreational activity or fitness program. For further information call 1-800-OHIOBWC (1-800-644-6292).

Employee name (please print or type)	Date
Employer name Kent State University	Risk number 10003142

Pursuant to Section 4123.01(C)(3) of the Ohio Revised Code (ORC), the employer and employee shall list those employer-sponsored recreational activities and fitness programs for which the employee wishes to waive all rights to compensation and benefits under Chapter 4123 of the ORC. The waiver must be signed and dated prior to the date of injury or, in an occupational disease claim, the date of disability. Should an employee sustain an injury or occupational disease in an employer-sponsored recreational activity or fitness program **which is not listed**, the employee may be eligible for workers' compensation benefits.

Recreational activities/Fitness programs

Kent State of Wellness Program participation, including but not limited to strenuous physical activity that may include, but not limited to: stretching, walking, running, weightlifting, aerobics, yoga, biking, physical contact, and other forms of exercise.

The undersigned declares that he or she is a voluntary participant in the employer-sponsored recreational activities or fitness programs listed above. He or she hereby waives and relinquishes all rights to workers' compensation benefits under Chapter 4123 of the ORC for any injury or disability incurred while participating in the above activities or programs. This waiver is valid for two calendar years. The waiver may not bar any workers' compensation claim filed for death benefits by the employee's dependents.

Employee signature_____
Date signed

Return to **Employee Wellness**. Please keep a copy for your records.

Email to: wellness@kent.edu

Fax to: 330-672-5447

Campus Mail: Employee Wellness
Human Resources
Heer Hall



Kent State of Wellness Program
CONSENT, WAIVER AND RELEASE AGREEMENT



Print Full Name: _____

Date: _____

I, the undersigned, hereby expressly and affirmatively state that I wish to voluntarily participate in the Kent State of Wellness program ("Kent State of Wellness"). I further understand and agree to the following:

- That my participation in Kent State of Wellness is completely voluntary, is not required of me and is not a term and/or condition of my employment at Kent State University ("KSU");
- That I am not acting within the scope of my employment during my participation in the Kent State of Wellness;
- That I will assume all known and unknown risks associated with watching and/or participating in program activities, including, but not limited to accidents, illness, bodily injury, property loss and death, and that this assumption is acknowledged, approved, and agreed to as indicated by the signature below;
- That I understand that I have enrolled in a program that will include strenuous physical activity that may include, but are not limited to: stretching, walking, running, weightlifting, aerobics, yoga, biking, physical contact, and other forms of exercise;
- That I have been advised to discuss any known and unknown health risks with my primary care physician prior to my enrollment and/or participation in such a program;
- That I am physically able to participate in Kent State of Wellness activities designated above and that I know of no physical impairments which would in any manner limit my participation in such a program;
- That I give KSU the right to use my photograph and/or video/audio image in any media for the purposes of advertising, trade, display or other use, either in print or electronic form.

In consideration for participation in Kent State of Wellness activity, I, for myself, my executors, administrators, and assigns, do hereby release and forever discharge KSU, and its Board of Trustees, its respective entities, administrators, faculty members, employees, agents, physicians, and students from any claims that I might have myself with regard to damages, demands, or any actions whatsoever, including those based on negligence or failure to supervise, in any manner arising my participation in this activity.

I also hereby agree to save, hold harmless, and indemnify KSU, its Board of Trustees, and/or its respective entities, administrators, faculty members, employees, agents, physicians, and students against any and all claims, including claims of negligence or failure to supervise, which I might bring against them as a result of my participation in the above activity.

I understand and recognize that this Consent, Waiver and Release means that I am giving up, among other things, rights to sue KSU and its Board of Trustees, its respective entities, administrators, faculty members, employees, agents, physicians or students for injuries, damages or losses that I may incur even if due to the negligence of Kent State University. I also understand that I have the right to consult with my own legal counsel to discuss this Agreement prior to participating in the activity. And I further acknowledge that I am signing the agreement freely and voluntarily.

I have read the above terms of this Agreement/Release, and I understand and voluntarily agree to the terms and conditions and that I am giving up substantial rights including my right to sue. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I acknowledge that I am signing the agreement freely and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

X _____ @kent.edu _____
Participant Signature – Read above and sign here Kent State Email Date

EMERGENCY MEDICAL INFORMATION:

In the event of an emergency, please indicate an emergency contact below:

NAME: _____ **PHONE:** _____
Please Print (home) (work) (cell)

ALTERNATE CONTACT: _____ **PHONE:** _____
Please Print (home) (work) (cell)

TIER 1 – Consent, Waiver, Release