

PARTICIPANT ACKNOWLEDGMENT AND RELEASE AGREEMENT

This Participant Acknowledgment and Release Agreement (“Release”) is entered into as of the date of signature below (“Effective Date”) between Texas Tech University Health Sciences Center, a Texas public institution of higher education located in Lubbock, Texas (“University”) and the undersigned participant (“Participant”).

1. **Activity and Safety.** Participant will participate in chair massages, oxygen aromatherapy, hydrogen inhalation, red light therapy, near infrared light therapy, and/or vibration plates (each, the “Activity”). Participant acknowledges and agrees that Participant will be attentive to the particular risks or dangers associated with the Activity by engaging in behaviors and actions appropriate to safe participation in the Activity (“Safety Measures”). The Safety Measures include, but are not limited to: Participant (1) acknowledging that the Activities are only for general wellness, basic relaxation, stress reduction, and muscular tension relief and are not a substitute for medical attention, examination, diagnosis or treatment; (2) consulting his/her physician before participating to ensure no medical conditions would prevent Participant from safely participating; (3) having been given the opportunity to ask questions about the Activity and having those questions satisfactorily answered before participating; (4) adhering to the Safety Measures as a requirement for participation in the Activity; (5) immediately notifying an employee if Participant (a) has any injuries or conditions that may prevent him/her from participating in the Activity, to include any contagious conditions that may put the employees or other participants at risk; or (b) is experiencing, or begin to experience, any pain or discomfort; and (6) affirms that he/she alone is responsible to decide whether to participate. Participant acknowledges and agrees that adherence to the Safety Measures is a requirement for participation in the Activity.
2. **Acknowledgment of Risk.** Participant acknowledges the nature of the Activity may expose Participant to hazards or risks that may result in personal injury, illness, or death, caused by: (a) engaging in the Activity or events associated with Activity; (b) traveling via any means of transportation to or from the Activity or during the duration of the Activity; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Activity or related activities; or (d) exposure to other dangerous conditions associated with the Activity. Participant acknowledges these risks are not necessarily diminished by Participant’s adherence to the Safety Measures and that the Safety Measures are only intended to reduce the likelihood of injury to self, others, and property, not to eliminate risk or impose liability of any kind or character on University.
3. **Representations of Participant.** Participant represents that they are: (a) at least eighteen (18) years of age; (b) physically and mentally able to participate in all aspects of the Activity or related activities; and (c) able to be in the presence of, as well as use, the materials, tools, supplies, machinery, or equipment or other items associated with the Activity.
4. **Conduct and Compliance with Laws and Policies.** Participant agrees to comply with all applicable federal, state, and local laws, University operating policies, and University direction of Participant’s conduct while engaging in the Activity.
5. **Release of University.** Participant understands and agrees that University cannot be expected to control or avoid all risks associated with the Activity and related activities; therefore, in consideration of the benefits Participant will receive through their participation in the Activity, Participant does hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS AND CAUSES OF ACTION (INCLUDING COSTS AND ATTORNEY FEES) FOR ANY AND ALL DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, ARISING OUT OF ANY ACTIVITIES CONDUCTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY PARTICIPANT’S NEGLIGENCE, OR THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTS OR OMISSIONS OF UNIVERSITY OR ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, PARTICIPANTS, VOLUNTEERS, OR OTHER PERSONS RELATED THERETO.**
6. **Emergency Medical Treatment.** Participant consents to any emergency medical treatment that may be required as a result of accident or illness arising out of participation in the Activity or related activities; provided, the cost of any such treatment will be Participant’s sole responsibility.
7. **Miscellaneous.** This Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by Texas law. The sole proper place of venue for any dispute arising out of this Release shall be in the County in which University’s main campus is located. By their signature below, Participant now agrees to be bound by the terms of this Release for the duration of the Activity or related activities, whether such Activity began prior to, on, or after the Effective Date.

End of Release. Signature page follows.

Participant:

Signature

Printed Name

Date

Emergency Contact:

Printed Name

Relationship to Participant

Participant's University ID Number (if any)

Participant's Cell Phone Number

Participant's Email Address

Emergency Contact Phone Number

Alternate Emergency Contact Number/Email