

# Neumann University Informed Consent and Medical Release Form

Name \_\_\_\_\_ SSN \_\_\_\_\_ DOB \_\_\_\_\_ Year \_\_\_\_\_ Sport \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact: Name and Phone Number: \_\_\_\_\_

Medical Insurance Company: \_\_\_\_\_

Medical Insurance Policy Number: \_\_\_\_\_

Medical Insurance Company Phone Number: \_\_\_\_\_

**Please initial by each section and sign your name at the bottom to show that you have read and understand each of the following sections. If you are under 18 years of age, your parent/guardian must also initial and sign this form.**

In consideration of the University permitting me to participate in, practice, play or try out for any University athletics or sports programs and to engage in all related activities, I agree as follows:

## **Insurance**

\_\_\_\_\_ I understand that to participate in any Neumann University sports program, I must have primary health care insurance. I understand that such insurance can be obtained through a University referral service, but that Neumann University is not the insurer. I understand that if I do not have such insurance at any time, then I may be terminated or disqualified from any Neumann University sports program, within the discretion of the Director of Athletics and University Administration. I also understand that I am responsible for my own healthcare.

## **Assumption of Risk**

\_\_\_\_\_ I am aware that participating in, practicing, playing, or trying out for any athletic sport or sport related activity including travel, could be dangerous and involve **MANY RISKS OF INJURY**. I understand that the dangers and risks of participating in or practicing, playing or trying out for any athletic sport, or sport related activity, or travel include, but are not limited to: death; life threatening internal and/or external bleeding, stoppage of breathing, serious neck and spinal injuries that may result in complete or partial paralysis; brain damage; concussion, heart failure, heat exhaustion, stroke, convulsion, unconsciousness, abrasions to limbs, fainting, sudden illness, cramps, broken legs, feet, ankles, toes, or other bones, serious injury to all bones, joints, ligaments, muscles, tendons, other aspects of the musculoskeletal system and vital organs; and serious impairment to other aspects of the body, general health, and well-being. I understand the dangers and risks of participating in, practicing, playing, or trying out for any sport or sport related activity including travel may result not only in serious injury, but in a serious impairment of my future abilities to earn a living; to engage in other business, social, and recreational activities; and generally enjoy life. Because of the dangers of participating in, practicing, playing or trying out for any athletic sport or sport related activity including travel, I recognize the importance of following the coaches', officials' and medical staff's instructions regarding playing techniques, training, and other team rules, etc., and agree to obey such instructions. The

terms hereof will serve as assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family.

### **Release/Waiver of Liability**

\_\_\_\_\_ I hereby agree to hold Neumann University, its direct and contracted employees, agents, representatives, coaches, athletic trainers, trustees, directors, administrators, faculty and volunteers harmless from any and all liability, actions, causes of action, debts, claims, or demands of every kind and nature whatsoever that may arise by or in connection with participation of myself/son/daughter in any sports related activities of Neumann University. The terms hereof will serve as a release for my heirs, estate, executor, administrator, assignees, and for all members of my family.

### **Informed Medical Consent**

\_\_\_\_\_ I hereby give my permission to Neumann University, its direct and contracted employees, agents, representatives, coaches, athletic trainers, trustees, directors, administrators, faculty and volunteers to authorize any emergency action necessary to ensure my safety. I also hereby authorize any of them at Neumann University who may be asked to act under the direction and guidance of Neumann University athletic team or other physicians, to render to myself/son/daughter any preventative, first aid, or rehabilitative treatment that they deem reasonably necessary to my health and well-being. The intention hereof being to grant authority to administer and perform all and singularly any examinations, pre-participation physical examinations, treatments, hospitalizations, anesthetics, operations, and diagnostic procedures which may now, or during the course my care, be deemed advisable or necessary. This shall not hold Neumann University, its direct and contracted employees, agents, representatives, coaches, athletic trainers, trustees, directors, administrators, faculty, and volunteers responsible for any medical care given.

### **Authorization to Obtain Medical Information**

\_\_\_\_\_ I hereby authorize any physician, hospital or other health care facility, or any other individual or organization which has provided health care services to myself/son/daughter to give any and all information about my/son's/daughter's medical history, mental or physical condition, and/or treatment to Neumann University, its direct and contracted employees, agents, representatives, coaches, athletic trainers, trustees, directors, administrators, faculty and volunteers for the purpose of determining eligibility of any benefits I have requested. I understand that a photocopy of this authorization shall be as valid as the original. I know that I, or my authorized representative, may receive a copy of this authorization upon request. This authorization shall remain valid for the duration of any claim.

## **Release of Medical Record Information and General Disclosure**

\_\_\_\_\_ I hereby authorize Neumann University, its direct and contracted employees, agents, representatives, coaches, athletic trainers, trustees, directors, administrators, faculty and volunteers to release information from my medical records for the purpose of payment, treatment or operations to Neumann University, its direct and contracted employees, agents, representatives, coaches, athletic trainers, trustees, directors, administrators, faculty, volunteers and any physician, hospital or other health care facility in case of an Emergency or Health Related Situation. This authorization shall be valid for the duration of the school year. It is subject to revocation by me, or my parent/guardian (if signed below) at any time except to the extent that action has been taken in reliance thereon. I am aware that once Neumann University, its direct and contracted employees, agents, representatives, coaches, athletic trainers, trustees, directors, administrators, faculty and volunteers discloses this information per my instructions, the information is subject to re-disclosure and may no longer be protected by the HIPAA (Health Insurance Portability and Accountability Act) of 1996. I understand that a photocopy of this authorization shall be as valid as the original. I know that I, or my authorized representative may receive a copy of this authorization upon request.

## **Student-Athlete Responsibilities**

\_\_\_\_\_ I hereby:

1. Understand that it is my responsibility to report all injuries and illness to my team athletic trainers or coaches as soon as possible.
2. Understand that I am expected to report promptly as scheduled for any treatment and/or rehabilitation.
3. Understand that I will continue to receive treatment/rehabilitation until medically released by my team physician and/or athletic trainer.
4. Understand that Neumann University shall not be held responsible for any previous medical condition(s) that I might have or how those conditions might be worsened by any injuries.

## **Severability**

\_\_\_\_\_ If any portion of this contract is determined to be invalid or unlawful, it shall not affect the validity or lawfulness of any other portion of the agreement.

**[THIS SPACE INTENTIONALLY BLANK]**

**BY SIGNING BELOW, I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND INFORMED CONSENT FORM AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AGREE THAT THERE IS GOOD AND VALUABLE CONSIDERATION EXCHANGED IN THIS AGREEMENT. A COPY OF THIS CONSENT WILL BE GIVEN (OR OFFERED) TO ME.**

\_\_\_\_\_  
Signature (Parent/Guardian if a minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Minor (if Parent/Guardian signs above)

\_\_\_\_\_  
Printed Name of Minor (if any)

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**General Release and Waiver of Claims/Permission to participate:**

I certify that I am of legal age or the parent/legal guardian of the below named athlete/participant and I grant my full and complete permission to attend and participate without reservation in the STRENGTH AND SPECIALTY CAMPS. I further certify that the below named athlete/participant has no known medical, physical conditions or disabilities that would prevent him/her from participating in aggressive speed, agility and strengthening drills. I agree that I will not hold any of the other participants, organizers, instructors, sponsors, facility, staff or any and all persons affiliated with this camp liable for any accidents, injury, or other occurrences during camp sessions, which may occur to me as a result of participation. I also affirm that I am voluntarily participating in the STRENGTH AND SPECIALTY CAMPS and know, understand and appreciate the inherent risks of participation. I hereby authorize the camp director or the camp instructors to take whatever steps necessary to obtain or provide medical care in the event of accidental injury, if warranted. I understand that there is a risk of injury associated with this form of exercise and I agree that the STRENGTH AND SPECIALTY CAMP staff and instructors, facility, sponsors and all other persons associated with these STRENGTH AND SPECIALTY CAMPS are released of all liability in connection with medical treatment and accidental injury. I hereby waive and hold harmless, any and all staff, instructors, facility, sponsors and all other persons associated with these STRENGTH AND SPECIALTY CAMPS from any and all claims or causes of action from the beginning of time, now and in the future. I further agree not to bring or cause to be brought any suit or any such claim or cause of action and acknowledge that this Release and General Waiver shall apply regardless of the liability basis asserted. Furthermore, in the event of my death, I agree that this Release and Waiver of Claims is continuing in nature and shall be binding on my estate, heirs, beneficiaries and any other successors in interest.

I certify that all information given is true and that I have been complete and thorough in providing information about any medical or physical conditions that may prevent me from performing strenuous physical activity and that the camp director and instructors are not responsible for anything that may happen as a result of false or incomplete information given by/about myself or by the parent/legal guardian at the time of enrollment. I also understand that the camp director and instructors reserve the right to refuse enrollment of any participant based on medical history and that there is no refund for missed or skipped sessions.

By signing below, I agree to all of the above terms and certify that all information given is true and complete and verify that I have read and fully understand the foregoing.

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Participant's Signature

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Participant's Name

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Parent/Guardian's Signature (if athlete is under age of 18)

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Parent/Guardian's Name (if athlete is under age of 18)

Please provide us with any medical conditions that may hinder or modify your ability to participate in this camp.

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**STRENGTH AND CONDITION CAMP  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT  
(READ CAREFULLY BEFORE SIGNING)**

IN CONSIDERATION for allowing the below participant ("Participant") to participate in Strength and Conditioning Camp ("Camp") hosted by RehabClinics, Inc. d/b/a NovaCare Rehabilitation ("NovaCare"), on \_\_\_\_\_ (Date), at Neumann University ("Camp"),

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the undersigned, for himself/herself, his/her personal representatives, heirs and next of kin agrees as follows:

1. The Participant is participating in the Camp voluntarily and of his/her own free will. The Participant understands that participation in the Camp entails a degree of risk of injury. Participant hereby acknowledges that s/he has been fully informed of the risks attendant to participation in the Camp.
2. NovaCare has informed Participant of the nature of the Camp, and Participant understands the nature of the Camp. Participant understands, at his/her sole discretion, the obligation and right to consult with his/her personal physician before participating to determine whether Participant has any condition that may affect his/her participation in the Camp.
3. The Participant covenants not to sue and releases, waives, discharges NovaCare and Select Medical, and their respective subsidiaries, affiliates, and parent entities, and their officers, agents, and employees (collectively, referred to as "Releasees"), from all liability to him/herself, his/her personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the Participant on account of any injury, including, but not limited to the death or injury of the Participant or damage to property, all of which is caused or alleged to be caused in whole or in part by the negligence of the Releasees or any third parties or otherwise.
4. The Participant hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees, third parties, or otherwise, while participating in the Camp. The Participant recognizes and understands there are risks and dangers associated with participation in the Camp that could cause severe bodily injury, disability and death. All of the risks and dangers associated with participating in the Camp are assumed notwithstanding.
5. The Participant hereby agrees to indemnify, save, and hold harmless the Releasees from any loss, liability, damage or cost that may occur due in any manner or degree to the presence of the Participant at the Camp, or in any way while participating in the Camp and whether caused by negligence of the Releasees or otherwise.
6. The Participant agrees this Release and Waiver of Liability and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue or emergency operations and procedures and is intended to be as broad and inclusive as is permitted by the law of the state in which the Camp is conducted. If any portion thereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect.

**BY MY SIGNATURE BELOW, I ATTEST I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND DID SO WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. IT IS MY INTENTION BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON MYSELF, TO THE EXCLUSION OF NOVACARE AND SELECT MEDICAL AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AND PARENT ENTITIES, AND TO EXEMPT AND RELIEVE NOVACARE AND SELECT MEDICAL AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AND PARENT ENTITIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.**

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(Participant Signature/Guardian if under 18 Years of Age)

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(Date)

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(Participant Name – Printed)