

## **NCTA WELLNESS POLICY**

### **NCTA Wellness Initiative**

The NCTA Wellness Initiative has been established to support the well-being of faculty, staff and students by encouraging healthy living, supporting work/life balance, building community collaboration regarding fitness, and bringing awareness to resources on campus that support holistic wellness.

### **Committee on Wellness**

The **NCTA Committee on Wellness** has been established to promote and facilitate wellness programming, review current wellness practices and recommend changes, and generally support wellness activities within the college community. Wellness activities should reflect one or more of the seven elements of wellness, namely: physical, social, emotional, occupational, spiritual, environmental, and intellectual wellness. Activities could include, but are not limited to, promoting educational campaigns, fostering participation in wellness-related activity, sponsoring health fairs, and facilitating health-related programming (e.g., physical activity, stress management, smoking cessation, or healthy eating).

### Specific Committee Charges

- Review current wellness programming at NCTA and develop plans to improve coordination and promotion of those efforts for faculty, staff and students.
- Coordinate, advertise and promote wellness activities for the college community
- Review Faculty and Staff Health Risk Assessment (HRA) results and recommend appropriate wellness programming to address the needs of all employees outlined in the survey.
- Develop a proposal for the implementation of a comprehensive wellness program for the NCTA community.
- Develop a strategic plan for future wellness programming.

### **NCTA Fitness Center**

The NCTA Fitness Center is one of the tools available to the college community to promote wellness. The Fitness Center is available for the use of students, employees and employee families. To support employee wellness and fitness, members of the college community are encouraged to use the facility. There are no additional fees for using this facility as part of NCTA's wellness program.

### **Liability**

The Nebraska College of Technical Agriculture is not responsible for any injury, loss of property to any person suffered in the NCTA Fitness Center. Before using the NCTA Fitness Center, all users are required to sign a liability waiver. Waiver forms are available in the Facilities Office, Ag Hall, 2<sup>nd</sup> Floor.

## **Hours of Operation**

Students are welcome to use the Fitness Center during regular hours: every day from 5:00 AM-11:00 PM.

Employees and their families can use the fitness center after hours by requesting a key from the Facilities office, Ag Hall, 2<sup>nd</sup> Floor.

## **Responsibilities of Users**

Anyone using the NCTA Fitness Center is asked to pick up after themselves. Please make sure equipment is put away and trash is cleaned up.

## **Misconduct and Ejection**

If a participant of the NCTA Fitness Center is ejected or suspended from any facility, program or activity on campus, he/she is ineligible to access the NCTA fitness center until he/she is cleared by the Associate Dean's Office (Jennifer McConville, Ag Hall, 2<sup>nd</sup> Floor).

Anyone who commits, incites, or aids others in committing any of the following acts of unsportsmanlike or misconduct shall not be permitted to use the NCTA Fitness Center:

1. Hitting, striking, or pushing a student or employee
2. Threatening physical harm toward another student or employee in the NCTA Fitness Center
3. Verbally abusing a student or employee in the NCTA Fitness Center
4. Acting in a way which would cause equipment or facility damage, and/or injury to a person
5. Entering, using, or accessing the NCTA Fitness Center illegally

*Main Form*

Nebraska College of Technical Agriculture  
Fitness Center and On-Campus Exercise Waiver

**WAIVER AND RELEASE OF LIABILITY for NCTA Fitness Center and On-campus exercise**

**DISCLAIMER: The UNIVERSITY OF NEBRASKA is NOT RESPONSIBLE** for any injury or loss of property to any person suffered while warming up, practicing, traveling, playing, or participating in **the fitness center or during on-campus exercise** for any reason whatsoever, including ordinary negligence.

This **WAIVER** and **RELEASE OF LIABILITY** was executed this \_\_\_\_ day of \_\_\_\_\_ 202\_ at Curtis, Frontier County, State of Nebraska by \_\_\_\_\_, (**Releasor**) in favor of the **UNIVERSITY OF NEBRASKA-Nebraska College of Technical Agriculture and its Regents, Officers, Employees, Instructors, Staff, agents, operators, successors, and assigns (University)**.

The **Releasor** wishes to participate in **NCTA Fitness Center or on campus exercise**. In consideration for the privilege of participation in the program, the **Releasor** consents and agrees to the following:

1. **Releasor** certifies that he/she is physically capable of participating in the fitness center or on campus exercise and that he/she will take responsibility for physical fitness and capability to perform under normal conditions of NCTA Fitness Center and On-campus exercise. **Releasor** is encouraged to get his/her physician's opinion prior to participating in any NCTA Fitness Center and On-campus exercise. In the event of a medical emergency, the University of Nebraska or its representatives have my permission to take whatever measures they deem reasonable to render assistance and that I and/or my family will be financially responsible for any expenses involved.
2. **Releasor** realizes that participation in NCTA Fitness Center and On-campus exercise involves certain risks and danger and is a vigorous activity involving severe respiratory and cardiovascular stress. **Releasor** has hereby been made aware that participation in NCTA Fitness Center and On-campus exercise has the following non-exclusive list of certain risks which I accept: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; concussions; contusions; strains; sprains; dislocations; fractures; cold and heat injuries; water immersion; drowning; lightning strikes; injury to bones, joints, muscles, internal organs; and environmental conditions. In addition, I understand and accept the incidental risks of travel to and from the site of activity; participation at sites that may be remote from available medical assistance; and the possible reckless conduct of other participants.
3. Consequently, while understanding that the **University** has taken precautions to provide organization, supervision, and equipment for reasonable safety, **Releasor** assumes joint and personal responsibility for safety while participating in NCTA Fitness Center and On-campus exercise. Pursuant to that joint and personal responsibility, **Releasor** agrees to comply with the instructions and direction of representatives and staff members of Campus Recreation. **Releasor** understands that failure to abide by the instructions and rules may result in his/her termination from the activity. **Releasor** accepts personal responsibility to ensure that any equipment needed to participate in the NCTA Fitness Center and On-campus exercise and used by the **Releasor** is safe and functioning properly and to refrain from causing loss or damage to the property of the

**University** and Campus Recreation. **Releasor** realizes that he/she is solely responsible for any personal equipment, supplies, or property he/she may choose to use during the duration of the activity.

4. **Releasor** further agrees to indemnify and hold harmless the **University** for any and all claims or actions as a result of engaging in, using **University** facilities and equipment, or receiving instruction for NCTA Fitness Center and On-campus exercise or any activities incidental thereto whatsoever, whenever, or however the same may occur.
5. **Releasor** acknowledges that photographs and digital images may be taken during participation. **Releasor** understands and agrees that the images may be published and used by the University.
6. **Releasor** is aware that if he/she uses a vehicle not operated by the **University** for transportation to, at, or leaving the activity site, the **University** is **NOT** responsible for any damage caused by or arising from **Releasor's** use of such vehicle. Furthermore, **Releasor** acknowledges that he/she is solely responsible for any action he/she takes outside the scope of those actions permitted by the **University** for purposes of the particular activity regardless if occurring before, during, or after the duration of the activity. **Releasor** agrees to follow University policies when operating a University owned vehicle.
7. In consideration of participation in NCTA Fitness Center and On-campus exercise, **Releasor** hereby **RELEASES** and covenants not-to-sue the **UNIVERSITY** for any and all present and future claims resulting from ordinary negligence on the part of the **UNIVERSITY** for property damage, personal injury, or wrongful death arising as a result of my engaging in, using **University** facilities and equipment, or receiving instruction for NCTA Fitness Center and On-campus exercise or activities thereto, wherever, whenever, or however the same may occur. **Releasor hereby voluntarily waives** any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by **Releasor's family, estate, personal representative, heirs, or assigns.**

I have read and understand that this **WAIVER** is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and agree that if any part is held invalid, the remaining parts of this **WAIVER AND RELEASE** will continue in full force and effect as intended. I further agree the venue for any legal proceeding shall be in the State of Nebraska.

I understand the rights that I am **waiving** and that I am freely signing this **WAIVER AND RELEASE**. I have read and fully understand that by signing this agreement I am giving up legal rights and remedies, which may be available to me for ordinary negligence of the **University**. I further agree to follow and abide by the regulations and rules of the **UNIVERSITY** as they pertain to NCTA Fitness Center and On-campus exercise and to reimburse and make good to the **UNIVERSITY** any loss, damage, or cost the **UNIVERSITY** may have to pay as a result of my participation in the program.

\_\_\_\_\_  
**RELEASOR (Signed)**                      **RELEASOR (Printed)**                      University ID #                      Date

*The following is for informational purposes only:*

\_\_\_\_\_  
 Emergency Contact                      Contact Phone #                      Contact Address, City & State

Releasor's Gender: M    F    Releasor's Age: 19 years of age or older (circle)    Yes    No

If not over 19-Must be signed by a legal guardian.

\_\_\_\_\_  
 Legal Guardian (Signed)                      Relationship                      Date