

**ISU DINING SERVICES - IOWA STATE UNIVERSITY
ASSUMPTION OF RISK, WAIVER OF LIABILITY
AND MEDICAL EMERGENCY RELEASE**

You have requested a contract with ISU Dining Services (“ISU Dining”) for residential dining services at Union Drive Marketplace and other dining locations managed by ISU Dining. You have also disclosed to us that you have a food allergy(s) or intolerance(s) that may be life threatening and therefore using residential dining services will involve inherent risks and dangers.

PLEASE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND MEDICAL EMERGENCY RELEASE (“AGREEMENT”) CAREFULLY. IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU (OR YOUR CHILD/DEPENDENT) ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE CONTRACTING WITH ISU DINING FOR DINING SERVICES AT IOWA STATE UNIVERSITY IN AMES, IOWA

THEREFORE, I _____(Name of Student), in consideration of Iowa State University allowing me to contract with ISU Dining for dining services, agree and understand the following:

Iowa State University is offering the opportunity for me to have dining services at the Union Drive Marketplace and other dining locations managed by ISU Dining and will make reasonable accommodations to provide me a safe and healthy dining experience. However, I have been made aware that ISU is a large dining service facility and errors by staff are possible. I also understand that ISU Dining cannot provide a safe dining environment without my diligent cooperation including, but not limited to, consulting with my physician and/or the ISU dietitian and following their advice in making appropriate food choices for my medical condition; reading menus carefully and reviewing food ingredient labels; knowing what I am eating and drinking at all times; communication with dining staff when I need further accommodations or communicating my need for assistance to appropriate ISU employees in the event I have an allergic reaction episode; and always carrying my epinephrine injector (if applicable), and ensuring that my epinephrine injector has not expired.

Inherent Risks and Dangers: I understand that Iowa State University makes every attempt to identify ingredients that may cause allergic reactions for those with food allergies, and that every effort is made to instruct food productions staff on the severity of food allergies. In addition, ISU labels items with possible allergen-containing ingredients. HOWEVER, I understand that there is always a risk of contamination that may cause an allergic reaction. I understand there are inherent risks and dangers when eating in public facilities such as ISU Dining establishments and that those risks and dangers include, but are not limited to, unintentionally ingesting food items that contain specific allergens. For example, ingesting food items containing wheat may not be obvious in items such as food thickeners, soy sauce, meat and crab substitutes, ice cream or hotdogs. I also understand that there is a possibility that manufacturers of the commercial foods ISU uses could change or could be contaminated. I am aware of these risks. I understand ISU Dining is not responsible for adverse reactions to food consumed, or items I may come in contact with while eating at any ISU Dining establishments. I will inform the ISU Dining dietitian if I have any further communication with my medical advisors with additional recommendations pertaining to my food allergy condition that may require further accommodations. If I feel the risks are unacceptable for me personally in any way, I will notify the ISU Dining dietitian. I understand that as an accommodation, ISU Dining is providing me access to the special diet kitchen, and I freely and voluntarily choose to use the Union Drive Marketplace and other dining locations managed by ISU Dining for dining services during the *term of*

this contract. Knowing the risks involved concerning my food allergy(s) and/or intolerances, I assume full responsibility for any risk of bodily injury, death or property damage that may occur to me due to my food allergy(s)/intolerance(s).

_____initial _____date

Financial Responsibility for Medical Treatment I understand that Iowa State University, ISU Dining, and the Department of Residence does NOT carry any health insurance for students living and eating on campus and that I am financially responsible for medical related charges and hereby guarantee payment to the attending physicians or health care professionals who provide any medical treatment to me related to any allergy reactions I may have.

_____initial _____date

Behavior Expectations: I know it is most important to follow the directions of my medical and health care advisors at all times. I understand that I have the responsibility to help make my dining experience a safe environment for me through behavior and conduct that adheres to the standards set by my medical advisors and ISU Dining dietitian. Each academic year, I will be expected to re view with ISU Dining dietitian the accommodations and expectations of my medical advisors to enhance my health and safety in relation to any food allergy conditions. I also understand that I should carry my epinephrine auto-injector (if applicable), and that it is my responsibility to ensure that the epinephrine auto-injector has not expired. If I intentionally violate any of the prevention procedures outlined by my medical advisors or the ISU Dining staff, I understand that my participation in the ISU Dining contract may be terminated.

_____initial _____date

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

PLEASE READ THIS CAREFULLY:

It affects any rights you may have if you are injured or otherwise suffer damages while contracting with ISU Dining for dining services at the Union Drive Marketplace and dining locations managed by ISU Dining Services at Iowa State University in Ames, Iowa during the term of the contract.

I, _____ (Name of Student), hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ISU Dining, ISU Department of Residence, the State of Iowa, the Board of Regents-State of Iowa, Iowa State University, and all of their respective officers, employees, student workers, student interns, volunteers, agents, and/or departments(hereinafter referred to as RELEASEES) for any liability, claim and/or cause of action arising out of or related to, in whole or in part, any loss, damage or injury, including death, that occurs as a result of my participation in the above- described activities.

I agree to INDEMNIFY AND HOLD HARMLESS the RELEASEES whether injury is caused by my negligence, the negligence of the RELEASEES or the negligence of any third party. I further agree that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further

agree that this Agreement shall be construed in accordance with the laws of the State of Iowa.

This Agreement shall be governed by and construed under the laws of the State of Iowa, which shall be the forum for any lawsuits arising from or incident to this Agreement. By signing this Agreement, I state that I have read and understand the conditions set forth in it, that I agree to all conditions set forth herein, and that I sign this voluntarily.

This Agreement shall become effective as of the date of signature, and continue as long as I, the undersigned student, am an enrolled student at Iowa State University. I agree to notify ISU Dining dietitian if my condition, food allergy or intolerance, and/or dining services needs change in anyway. I agree to work with ISU Dining dietitian to address any of these changes.

BY SINGING THIS AGREEMENT, I STATE THAT I HAVE READ THIS AGREEMENT AND UNDERSTAND THE RISKS AS DESCRIBED HEREIN

Signatures:

_____	_____	_____
Date	Student Name	Student Signature
_____	_____	_____
Date	Parent/Guardian Name (if student is under 18)	Parent/Guardian Signature
_____	_____	_____
Date	ISU Representative Name	Representative Signature

ISU MEDICAL INFORMATION AND EMERGENCY PERMISSION

Student's Name: _____ ISU Email Address: _____

Permanent Address: _____ Cell Phone: _____

City, State, Zip: _____ DOB: _____ Gender: _____

MEDICAL EMERGENCY CONTACT INFORMATION

Primary contact person: _____ Secondary contact person: _____

Relationship: _____ Relationship: _____

Daytime Phone: _____ Daytime Phone: _____

Evening Phone: _____ Evening Phone: _____

Name of Primary Care Physician: _____ Office Phone: _____

INSURANCE POLICY INFORMATION

The above named student is covered by health insurance: Yes No*

*If no, initial the line stating that you do not have health insurance and are aware that ISU does not carry any health insurance for you: _____

Policy Holder's Name: _____ Policy Holder's DOB: _____

Address: _____ Relationship to student: _____

City, State, Zip: _____ Occupation: _____

Policy Holder's Employer's Name/Address: _____

LIST ALL ALLERGIES/INTOLERANCES (include an additional page if necessary)

**MEDICAL EMERGENCY PERMISSION
TO BE READ AND SIGNED BY STUDENT (OR LEGAL REPRESENTATIVE)**

The health history is correct and complete to my knowledge. If an injury or other medical condition occurs or arises, I hereby give permission to the Iowa State staff or volunteers to provide routine health care and seek emergency treatment including x-rays, routine tests, or an epinephrine shot. I am able to recognize a reaction and have identified qualified staff and volunteers to administer an epinephrine shot. I agree to the release of any record necessary for treatment, referral, billing, or insurance purposes. I understand that I am financially responsible for charges and hereby guarantee full payment to the attending physicians or health care unit. In the event of an emergency where I cannot decide for myself, I give permission to the physical/hospital selected by ISU staff or volunteer to secure and administer treatment for me, including hospitalization.

Date

Print Full Name

Signature

Signature of Parent or Legal Guardian (if under 18)