

**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 due to the number of meals served, number of cooking utensils used each day, along with unanticipated changes in food product formulations and manufacturer substitutions, and possible errors by staff, ISU Dining cannot guarantee that every allergen in the food will be identified and labeled appropriately. Students, staff, and guests with food allergies, sensitivities, or intolerances must also be aware of the risk of cross contact. It is the responsibility of the individual with food allergies, sensitivities, or intolerances to investigate food ingredients and make the final judgement on whether or not to consume a food item. ISU Dining does not assume any liability for adverse reactions to foods consumed, or items one may come into contact with while eating at any university establishment. 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 reasonable attempt to identify ingredients that may cause allergic reactions for those with food allergies, and that every reasonable effort is made to instruct food productions staff on the severity of food allergies. In addition, ISU attempts to label 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) and dining within ISU Dining facilities.

_____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

Conduct Expectations: I know it is most important to follow the directions of my personal 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 conduct that adheres to the standards set by my medical advisors and ISU Dining dietitian. Each academic year, I will be expected to review 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 agree to update the ISU Dining dietitian of any updated recommendations of my medical advisors throughout the year. 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

READ THIS SECTION CAREFULLY:

This Agreement affects any rights you may have if you are injured or otherwise suffer damages while dining with and contracting with ISU Dining for dining services at the Union Drive Marketplace and dining locations managed by ISU Dining at Iowa State University 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 all claims and/or causes 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 dining at and/or utilizing the services provided by ISU Dining.

In addition, I agree to **INDEMNIFY AND HOLD HARMLESS the RELEASEES** from all claims, actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees brought as a result of my own conduct and/or omissions. 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 governed by and construed in accordance with the laws of the State of Iowa, which shall be the forum for any lawsuits arising from or incident to this Agreement.

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 AND ACCEPT THE TERMS 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 above is correct and complete to my knowledge. If an injury or other medical condition occurs or arises, I hereby give permission to relevant ISU staff and volunteers to provide routine health care and seek emergency treatment, including x-rays, routine tests, and other care recommended by medical professionals. 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)