

## **RELEASE, WAIVER, AND INFORMED CONSENT FOR MOTION ASSESSMENT**

### **Introduction**

Wichita State University (WSU) offers innovative programs for student-athletes and other members of the general community. One such program is a motion assessment utilizing a unique tool called DARI – an FDA-cleared, 8-camera high definition, high resolution system being used by professional and high-performance athletes around the United States (the “DARI System”). The DARI System tracks physical performance characteristics involving balance, speed of movement, and range-of-motion. More information about the DARI System can be found at the following website: <https://darimotion.com/>.

### **Explanation of the Test**

A motion assessment using the DARI System is non-invasive. Before the motion assessment begins, the administrator will educate you on what to expect and demonstrate the movements that you will be performing during the motion assessment. These could include, but are not limited to, squats, lunges, lateral movements, arm raises, hinging motions, etc. Once the motion assessment begins, your movements will be captured inside the DARI System. After the motion assessment, you will move out of the capture space to a review station where you will have an opportunity to see your results with the administrator of the assessment.

### **Attendant Risks and Discomforts**

While the DARI System is non-invasive, there exists the possibility of certain changes occurring during the motion assessment. These include, but are not limited to labored breathing, sweating, increased heart rate and blood pressure, muscle and/or joint pain, etc. Discomfort during the motion assessment is expected; however, pain is not appropriate. If you experience any pain or other symptom including, but not limited to chest pain, shortness of breath, wheezing, leg cramps, leg or arm pain, light-headedness, confusion, or nausea, you must inform the administrator immediately.

### **Your Responsibilities**

Information you possess about your health status or previous experiences with health-related symptoms with physical effort may affect the safety of the motion assessment. You must inform the administrator prior to the start of the motion assessment of any health status or health-related symptoms that may affect the motion assessment. You are fully responsible for fully disclosing your medical history, as well as any symptoms or feelings that may occur during the motion assessment.

### **Processing and Storage of Results**

Results of your motion assessment will be uploaded to and stored on servers maintained by Scientific Analytics, Inc. (d/b/a DARI Motion). Your results will be confidential and will only be released and available to you and WSU, unless otherwise agreed. Scientific Analytics, Inc. has the right to use any data on its servers, including data relating to you and your results, for any reason so long as such data has been de-identified and anonymized such that it does not contain any personally identifiable information.

### **Contact Information**

If you have any questions, comments, or concerns about your participation in the motion assessment, you may contact Brenen Wood (Brenen.wood@wichita.edu).

### **Release, Waiver, and Consent**

By signing below, you:

1. hereby acknowledge that you have been provided this Release, Waiver and Informed Consent to read and, if necessary, ask any questions before participating in the motion assessment;
2. hereby acknowledge that you have been informed about the motion assessment process and its possible risks and benefits;
3. hereby acknowledge that you will allow WSU and Scientific Analytics, Inc. to capture data during the motion assessment using the DARI system and to subsequently process and store the resulting data as detailed above;
4. hereby acknowledge that you do not have any medical condition that would inhibit or prevent your participation in the motion assessment and that you have not been told by a qualified medical professional not to participate in the motion assessment;
5. hereby acknowledge that there are certain risks, known and unknown, associated with the motion assessment and understand that these risks cannot be eliminated and knowingly and voluntarily assume those risks;
6. individually, and on behalf of your heirs, successors, assigns, and personal representatives, hereby release, acquit and forever discharge Wichita State University and its affiliates, employees, students, agents, servants, officers, trustees, and representatives (in their official and individual capacities) (collectively, the "Releasees") from any and all liability whatsoever, including the Releasee's own negligence, for any and all damages, losses or injuries, including death, mental anguish or emotional distress to persons and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys' fees, which arise out of, during, or in connection with participation in the motion assessment, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by you or any person in connection with your or participation in the motion assessment;
7. individually, and on behalf of your heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend and hold harmless the Releasee's from any and all liability, loss or damages they or any of them incur or sustain as a result of any claims, demands, damages, actions, causes of action, judgments, costs or expenses, including attorneys' fees, which result from, arise out of or relate to your participation in the motion assessment;
8. individually, and on behalf of your heirs, successors, assigns, and personal representatives, hereby agree not to sue, or to seek any money from or judgment against Releasee's for any injury to you or damage to your property as a result of your participation in the motion assessment; and
9. agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force in effect.

[signature page to follow]

In the event of any cause of action, the laws of the State of Kansas apply, and the jurisdiction lies with the state or federal courts in Sedgwick County, Kansas. If you are an employee of any of the Releasees, you acknowledge that your participation in the motion assessment is completely voluntary and does not constitute part of your work or student-related duties. You understand that your decision to participate, or not participate, in this motion assessment will not affect your status as an employee or student.

**THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ IT BEFORE SIGNING.**

**IF YOU ARE UNDER 18, THIS FORM MUST BE SIGNED BY YOUR PARENT OR GUARDIAN.**

I acknowledge and represent that I have carefully read this Release, Waiver and Informed Consent; that I sign it as my own free act and deed; that I am fully competent to sign this Release, Waiver and Informed Consent; and that the consideration for signing this Release, Waiver and Informed Consent is full and adequate. It is my express intent that, while I am alive, this Release, Waiver and Informed Consent will bind me, my spouse, and the members of my family; and that in the event of my death, this Release will also bind my estate, heirs, administrators, personal representatives, and assigns.

<b>Participant Name (First, Last):</b>	
<b>Participant (or Parent/Legal Guardian) Signature:</b>	
<b>Date:</b>	