



UNIVERSITY OF SOUTHERN INDIANA RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Contact Information of Participant [Required]

First name:
Middle initial:
Last name:
Email address:
Phone number:
Address:
City:
State:
ZIP:

Contact Information of Guardian [Required for minors]

First name:
Middle initial:
Last name:
Email address:
Phone number:
Address:
City:
State:
ZIP:

I, ("Participant"), desire to participate in the

on . I acknowledge that my participation is elective and voluntary. In consideration for being allowed by University of Southern Indiana ("USI") to participate in the Program, I acknowledge and agree to the following conditions:

RULES AND REQUIREMENTS: USI may terminate my participation in the Program if it is determined that my conduct violates any rule or requirement of the Program, is detrimental to the best interests of the Program, or for any other reason in USI's discretion.

Do you agree? [Required]

☐ Agree

CERTIFICATION OF FITNESS TO PARTICIPATE: I am physically and mentally fit to participate in the Program and do not have any medical record or history that could be aggravated by my participation.

Do you agree? [Required]

☐ Agree

INFORMED CONSENT: I have been informed of and understand the nature of the Program. I assume full responsibility for my participation in the Program and use of the Institution's facilities. I know that, by participating in the Program, I could sustain serious personal injuries for which protective equipment may be inadequate to prevent. My participation in the Program may result in serious bodily injury to me, including death from heat stroke, concussion, heart attacks or heart injury, sickle cell disease and or other injuries as a consequence of not only Releasee's (as defined herein) actions, inactions, negligence or recklessness, but also the actions, inactions, negligence or recklessness of others, conditions of the equipment, facility conditions, weather conditions, improper officiating or refereeing, and/or negligent first aid operations. I further understand that the risks associated with the Program include, but are not limited to, sprains, cuts, contusions, abrasions, concussions, broken bones, bone fractures, and in some extreme cases long-term injuries, including but not limited to brain damage that may result in mental and emotional disabilities, and/or physical damage, including but not limited to the musculoskeletal, nervous, respiratory and/or urinary systems, and/or death. There may be risks not known to me or not reasonably foreseeable. Any injury, illness, damage, disability, or death that I may sustain during or as a result of this Program is my sole responsibility, except as expressly stated otherwise in this Agreement.

Do you agree? [Required]

☐ Agree

ASSUMPTION OF RISKS: There are potential dangers incidental to my participation in the Program, including sprains, cuts, contusions, abrasions, concussions, broken bones, bone fractures, risks of damage, bodily injury, and possibly death. Potential dangers may result from practicing, training, observing, and competing in Program events. Potential dangers may also stem from weather conditions, facility conditions, equipment conditions, negligent first aid operations, improper officiating or refereeing, procedures of Releasees (as defined herein), and other risks that are unknown at this time. Risks may result from the Program's activity itself, from the acts of others, from use of the equipment or facilities, or organization of or unavailability of emergency medical care. Participation in the Program involves activities incidental thereto and the possible reckless conduct of other participants. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THE RISKS ARISE FROM THE RELEASEES' GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT.

Do you agree?

☐ Agree

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO HOLD USI, including its governing board, trustees, directors, officers, employees,

and any students, agents or volunteers acting at USI's direction (collectively referred to as "Releasees"), responsible for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE ON, UPON, OR IN TRANSIT TO/ FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM OCCURS OR IS BEING CONDUCTED.

Do you agree? [Required]

☐ Agree

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments (including attorneys' fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

In the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, recklessness, or intentional misconduct during or related to the Program, I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES and costs) TO THE FULLEST EXTENT PERMITTED BY LAW.

Do you agree? [Required]

☐ Agree

PERSONAL MEDICAL INSURANCE. I have my own personal medical insurance and am responsible for the cost of any and all medical services that I may require as a result of participating in the Program, except for medical costs arising from an injury that I sustain that is the direct result of Releasees' gross negligence or intentional misconduct.

Do you agree? [Required]

☐ Agree

MEDICAL CONSENT: Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) do____/do not____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that USI personnel deem necessary for my safety and protection. Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, USI may direct that I be transported to the hospital for such care.

Do you agree? [Required]

☐ Agree

PROMOTIONAL RIGHTS: USI has the right to use, for promotional purposes only, any photographs of me taken by USI's employees or agents, during my participation in the Program. USI may use any statements or quotes attributed to me in my evaluation of the Program for marketing purposes.

Do you agree? [Required]

☐ Agree

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Indiana.

Do you agree? [Required]

☐ Agree

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

Do you agree? [Required]

☐ Agree

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Do you agree? [Required]

☐ Agree

Signature of Participant (or Guardian, if participant is under 18 years of age) Date