WILLAMETTE UNIVERSITY

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Name of Group/Department/Organization:
Description of the Activity (including date, time, location):

Release and Waiver: In return for being permitted to participate in the above activity or program ("the Activity"), including any use of the premises, facilities, equipment, transportation, and services of Willamette University related to my participation in the Activity, I on behalf of myself and my heirs, personal representatives, and assigns, **hereby promise not to sue Willamette University**, and the student organization/club listed above, and their respective directors, officers, employees, and agents (collectively "the Releasees"), and agree to **release, waive, and discharge the Releasees from any and all liability, claims, and demands of any kind, including claims for negligence of the Releasees** and any claim for personal injury (including death), illness, medical services, or property loss or damage, which arise or may arise from my participation in the Activity and any related use of Willamette University's premises, facilities, equipment, and transportation. This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Waiver" or the "Agreement") is intended to and does release the Releasees from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties, and negligence by Willamette University, whether caused by the negligence of the Releasees or otherwise.

Assumption of Risks: I acknowledge and understand that participation in the Activity carries with it certain inherent risks, and that my participation in the Activity may include activities that may be hazardous to me and which could result in physical injury or death. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, loss of sight, hearing related injury, emotional or mental trauma, joint or back injuries, heart attacks, and concussions, to 3) catastrophic injuries such as major head trauma, loss of limb or appendage, paralysis, and death.

I acknowledge that such risks may result not only from any known or unknown medical conditions, my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, and/or the condition of the site, equipment, or areas where the Activity is being conducted. I understand that Willamette University does not have control over the risks inherent in such activities and does not have the ability to exercise oversight or control over the actions, negligence, or misconduct of others. I acknowledge that no representations about the nature of the Activity or the conditions of the equipment or facilities have been made by any representative of Willamette University.

I hereby expressly and specifically agree to assume the risk of injury or harm in all activities undertaken in my capacity as a participant in the Activity. I also acknowledge that my participation in the Activity is voluntary.

I certify I do not have any medical or physical condition(s), illness, or other condition that would prevent me from participating in the Activity without injuring myself or impairing my heath. I agree that any personal medical insurance I may have will be the applicable medical coverage if accident, illness, or injury occurs. I understand that an emergency may develop which necessitates the administration of

medical care and acknowledge that Willamette University will not pay for medical treatment for illnesses or injuries that may occur within the scope and course of my participation in the Activity, except when required by applicable law. I consent to emergency medical treatment in the event such care is required. Notwithstanding this paragraph, I understand and agree that Willamette University has no obligation to provide or seek out any medical treatment.

Indemnification and Hold Harmless: I agree to indemnify, defend, and hold harmless the Releasees from any and all claims, causes of action, costs, expenses, damages, and liabilities, including attorney's fees, and demands of whatever kind or nature either in law or equity, which arise or may hereafter arise out of my participation in the Activity and any related use of Willamette University's premises, facilities, equipment, and transportation, and agree to reimburse the Releasees for any such expenses incurred.

Severability: I agree that if any portion of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining portions of this Agreement which will continue to be enforceable.

Governing Law and Jurisdiction: I agree that this Agreement is intended to be as broad and inclusive as permitted by law. This Agreement shall be governed by the laws of the State of Oregon, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the courts of the State of Oregon.

Acknowledgment of Understanding: I have read this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and **understand that I am giving up substantial rights by signing it, including my right to sue.** I acknowledge that this agreement shall be effective and binding upon myself, my heirs, personal representatives, and assigns, and confirm that I am signing the agreement freely and voluntarily.

_____
Participant Name (print)

_____ _____
Participant Signature Date

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST AGREE TO THE ABOVE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND SIGN BELOW

I, the parent/legal guardian of the Participant, hereby agree to all of the provisions of the above Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, on behalf of the Participant.

_____
Parent/Guardian Name (print)

_____ _____
Parent/Guardian Signature Date