



Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

Activity Information			
Group:		Date(s):	
Activity:			
Activity Description:			
Activity Leader (name, title and phone number):			

PLEASE PRINT

Participant Information:			
Name:		Date:	
Email address:		Phone Number:	
Emergency contact (name and phone number):			

CAUTION: READ BEFORE SIGNING
THIS IS A RELEASE AND LIABILITY WAIVER.

In consideration of being permitted to voluntarily participate in any way in the above-described activity (hereinafter called the "Activity") and use certain facilities and contents related to the Activity, including, without limitation, certain property, fields, buildings, residence halls and equipment (collectively termed herein "Facilities"), I, for myself, my heirs, personal representatives and assigns, do hereby covenant not to sue Anderson University, the Board of Trustees of Anderson University (collectively, hereafter called the "University"), its officers, employees, and agents, and I do hereby release, waive, and discharge from liability the University, its officers, employees, and agents from any and all claims, including the claims arising from the negligence of the University, its officers, employees and agents, resulting in personal or emotional injury, illness, physical disability, death, property loss, and damages arising from, but not limited to, participation in the Activity or use of the Facilities.

Name of Participant (please print legibly):

Signature of Participant:

If Participant is under 18 years of age, Name and Cell Phone # of Parent or Legal Guardian (please print legibly):

Name: _____

Cell Phone #: _____

Signature of Parent or Legal Guardian of Participant:

_____ Initials	(1) I acknowledge that my participation in the Activity and use of the Facilities is completely voluntary and is not required or mandated by the University.
_____ Initials	(2) I acknowledge that through my participation in the Activity and use of the Facilities, I risk personal and emotional injury, property loss, illness, physical disability and death. I further

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	<p>acknowledge that the specific risks vary from one activity to another, but the risks range from (a) minor injuries such as scratches, bruises, and sprains (b) major injuries such as burns, eye injury or loss of sight, joint or back injuries, heart attack, and concussions, to (c) catastrophic injuries including paralysis, permanent disability and death. The risk of injury from the Activity and use of the Facilities is significant. I further acknowledge that while precautions and personal discipline will minimize these risks, the risk of personal and emotional injury, property loss, illness, physical disability, or death is inherent to the Activity or use of the Facilities.</p>
<p>_____ Initials</p>	<p>(3) I agree and acknowledge that my participation in the Activity and use of the Facilities is with full and complete knowledge of the risks and dangers involved, and I agree to accept and assume any and all risks of any nature whatsoever, including those which may lead to personal injury, emotional injury, property loss, illness, physical disability, or death.</p>
<p>_____ Initials</p>	<p>(4) If I suffer any illness or injury in any way connected to my participation in the Activity or use of the Facilities, if possible, I will immediately notify the University.</p>
<p>_____ Initials</p>	<p>(5) I understand and acknowledge that an emergency may develop which necessitates the administration of medical care. In the event of injury or illness, I authorize the University to secure appropriate treatment including the administration of an anesthetic and surgery. I understand that such treatment shall be solely at my expense. Notwithstanding this paragraph, I understand and agree that the University has no obligation to provide or seek out any medical treatment for me.</p>
<p>_____ Initials</p>	<p>(6) I understand and acknowledge that it is my responsibility not to exceed any guidelines that my health care provider has established or may establish for me. I understand and acknowledge that it is solely my responsibility to determine through consultation with my health care provider what my physical limitations are or may be and whether I should or should not participate in the Activity or use the Facilities.</p>
<p>_____ Initials</p>	<p>(7) I have fully completed the Medical Waiver Form provided to me, and I certify that all information provided on the Medical Waiver Form is correct and accurate. I understand and acknowledge that by providing this information, the University is not assuming any liability, extra responsibility, or higher duty of care regarding the medical information provided.</p>
<p>_____ Initials</p>	<p>(8) I have been informed and I fully understand that any information given to me by anyone on behalf of the University regarding any illness or injury is intended to be used in my sole discretion and for informational purposes only, especially if I have allergies, take any medications, or if I am being treated for any illness or condition. Such information is not medical advice, and I understand that I am encouraged to consult my own health care provider before using any such information. Should I decide to use all or any part of such information, this decision shall be entirely at my own risk.</p>

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_____ Initials	(9) I acknowledge and agree that the parties I am forever discharging and releasing by and through this Agreement are as follows: the University, its officers, employees, and agents (collectively, the "Released Parties").
_____ Initials	(10) I voluntarily release, forever discharge, and agree to indemnify and hold the Released Parties harmless from any and all liabilities, claims, demands, causes of action, damages, costs (including attorney's fees), expenses and obligations of any nature whatsoever for any injuries, illnesses, disabilities or death that I may sustain as a result of or in any way connected to my participation in the Activity or use of the Facilities.
_____ Initials	(11) I, for myself and for my heirs, personal representatives, executors, administrators and anyone else who might make a claim on my behalf, agree not to make any claim or commence or prosecute any action, suit or other proceeding against any of the Released Parties for any personal injury, emotional injury, property loss, illness, disability or death, whether caused by the Released Parties or otherwise, specifically including, without limitation, any personal injury, emotional injury, property loss, illness, disability or death caused by or a result of strict liability, or the negligence or gross negligence of the Released Parties.
_____ Initials	(12) I agree that this Agreement shall be construed and enforced in accordance with the law of the State of South Carolina, and I hereby consent to the jurisdiction of South Carolina.
_____ Initials	(13) I agree that if any portion of this Agreement is declared invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
_____ Initials	(14) I agree that if I intentionally, negligently or recklessly cause any damage to the Facilities, I agree to fully reimburse Anderson University for any and all of said damages.
_____ Initials	(15) <u>I understand and agree that this document will be used as a defense to any and all claims resulting from my participation in the Activity brought by me, my heirs, personal representatives, executors, administrators and anyone else who might make a claim on my behalf. I understand and agree that this Agreement and the release and liability waiver contained herein is a complete and unconditional release of all liability to the greatest extent allowed by law and intended to protect the Released Parties to the fullest extent possible.</u>

I VERIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT AND THAT I ACCEPT THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I UNDERSTAND THE TERMS OF THIS AGREEMENT, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, INCLUDING MY RIGHT TO SUE.

Participant Signature

Witness Signature

Print Name

Print Name



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Date

***** IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST AGREE TO, AND INITIAL, THE ABOVE CLAUSES AND SIGN BELOW.*****

I am the parent or legal guardian of the participant with the responsibility and I hereby acknowledge and covenant that I have the authority to sign on behalf of the Participant as to all items stated above. Moreover, I provide specific consent for my child/ward to participate in the Activity. Without in any way limiting the authority and consent as stated in all items listed above, I hereby give express and specific consent to any and all medical care provided in accordance with item (5) above.

Signature of Parent or Legal Guardian

Witness Signature

Print Name

Print Name

Date