



**ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY**

Activity: \_\_\_\_\_

Group: \_\_\_\_\_ Date(s): \_\_\_\_\_

**Participant Information** Name: \_\_\_\_\_ Age: \_\_\_\_\_

Street \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

*Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both pages of this form.*

**If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.**

I, the undersigned, am aware that participation in the Activity (hereafter referred to as ACTIVITY) described above may include activities that may cause injury, illness, and be dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury and illness, up to and including death, may occur (INSERT activities below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury or illness to others and to myself.** I agree to comply with all of the rules and conditions of participating in the ACTIVITY. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY. I will indemnify, defend and hold harmless Western Oregon University, its officers, trustees, agents, and employees (hereafter referred to as UNIVERSITY) with respect to any and all claims, injuries, illnesses, and costs associated with my participation in this ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this ACTIVITY or around this ACTIVITY, regardless, if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with UNIVERSITY Rules and Regulations (including Code of Student Responsibility, when applicable) and with any federal, state, city and other applicable laws or rules where the ACTIVITY is occurring. If this ACTIVITY is an off-campus UNIVERSITY sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this ACTIVITY and will be handled in accordance with the Code of Student Responsibility. In addition, I understand that if I travel to the ACTIVITY with a UNIVERSITY group and/or advisor, I will return with the group unless prior arrangements have been made with the UNIVERSITY faculty/staff who is supervising the ACTIVITY.

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage or injury caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless, if occurring before, during or after the period of the ACTIVITY.

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument.

COMPLETE BOTH PAGES OF THIS FORM

## ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

To the extent permitted by law, and in consideration for being allowed to participate in the **ACTIVITY**, I hereby save, hold harmless, discharge and release the **UNIVERSITY**, the **UNIVERSITY** Board of Trustees, and the **Public Universities Risk Management and Insurance Trust (PURMIT)**, their officers, agents and employees from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the **ACTIVITY**, whether caused by the negligence or carelessness of the **UNIVERSITY** or otherwise (but excluding gross negligence, reckless or intentional conduct).

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the **UNIVERSITY** from any claim by the aforementioned parties arising out of my participation in the **ACTIVITY**.

I recognize and acknowledge that the **UNIVERSITY** makes no guarantees, warranties, representations, or other promises relative to the **ACTIVITY**, and assumes no liability or responsibility for injury, illness, or property damage that I may sustain as a result of participation in the **ACTIVITY**.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be as broad and inclusive as permitted by law. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I hereby certify that, with or without accommodation, I have no health-related reasons or problems that preclude or restrict my participation in the **ACTIVITY**. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to a medical facility for executing such care or treatment for injuries or illnesses that I may sustain while participating in any activity associated with the **ACTIVITY**.

Emergency Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### REQUIRED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE: PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

I certify that I am the parent or legal guardian of the above-named participant in the **ACTIVITY**. On behalf of myself and my spouse, partner, coguardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the **ACTIVITY**, and I hereby give my consent to participation by my dependent in the **ACTIVITY**, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the **UNIVERSITY** from and against all claims, demands or suits that my dependent has or may have.

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument.

COMPLETE BOTH PAGES OF THIS FORM