

University of Southern Indiana Activity Waiver and Release of Liability

In consideration of my participation in _____
(name of activity)

conducted on _____ at _____
(dates) (place(s))

I hereby forever release and covenant not-to-sue The University of Southern Indiana or The University of Southern Indiana Board of Trustees ("University"), and any of their employees, instructors, volunteers, agents, and all others who are involved, **from any and all present and future claims resulting from ordinary negligence on the part of the University or others listed** for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in this activity or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, or assigns, and I relinquish on behalf of myself, spouse, heirs, estate and assigns the right to recover for injury or death.**

I understand that participation in this activity may involve certain risks. Full disclosure has been made to me of the risks and dangers connected with this activity. In addition, I understand that participation in this activity involves activities incidental thereto, including, but not limited to:

as well as travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. **I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.**

I further agree to indemnify and hold harmless the University and others listed for any and all claims arising as a result of my participation in this activity or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the state of Indiana, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the state of Indiana.

I affirm that I am of legal age and am freely signing this agreement. **I have read this form and fully understand that by signing this form, I am giving up legal rights** and/or remedies which may be available to me for the ordinary negligence of the University or any of the parties listed above.

CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!

(Signature of Participant)

Date Signed

(Signature of Witness)

Date Signed

(Address and Telephone Number of Witness)

(Signature of Parent/Guardian if Participant is a minor)

Date Signed