

2007-08 Statement of Responsibility and Authorization

Waiver, Release and Indemnification Agreement

I, _____, a student, faculty or staff at _____

desire to participate in the Pacific Lutheran University (hereafter referred to as PLU) sponsored activity _____ (location) during the period of _____ through _____. In consideration of PLU's agreement to permit me to participate in this activity, I hereby acknowledge that I understand that participation in a PLU off-campus program involves many types of risks. The risks include personal injuries and property loss resulting from moving from location to location and other causes. Injuries could occur depending on innumerable factors. Injury can occur as a result of the risk level of activity, equipment failure, weather, acts of other participants or third parties whether or not they were negligent, lack of or improper supervision, or disease. The injuries could occur before, during or after the activity or when traveling to or from the activity. Every type of injury could occur. This may include broken bones, back or brain damage, death or dismemberment.

In addition to these general risks, this activity involves the following potential risks:

I wish to participate in the PLU Off-Campus activity named above and am fully aware of the general and special dangers and risks inherent in traveling to and from, watching and participating in this activity (regardless of whether they are named above), including physical injury, death, property damage or other consequences. I agree to accept full responsibility for such all such risks and losses, including those caused by the acts of negligence by PLU, its agents or other persons.

Travel & Accommodation: I understand that part of my experience at or through PLU may include travel and overnight or daytime accommodations away from the PLU campus and that these activities involve risk of delays, inconvenience, cancellations, theft, crime, mechanical problems and the potential of injury. This can occur due to equipment failure, vehicle failure, accidents, facility malfunctions, negligent operation and/or supervision by an agent of PLU or a third party, or acts of others (including participants or non-participants). Every type of injury could occur. This may include broken bones, back or brain damage, death or dismemberment. I agree that if I drive my own vehicle I am responsible for current insurance coverage, operation, malfunctions, loss, and passenger safety. If I choose to ride in a vehicle not owned or rented by PLU I agree that PLU is not responsible for any injuries or loss as a result of riding in that vehicle(s).

Insurance. (mark if applicable):

I agree that I will obtain and maintain for this off-campus activity a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience in off-campus programs, and, more specifically, in the locations in which I will be traveling and active while participating in the scope of the activity. I absolve PLU of all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses I may incur. I also agree to report to the travel supervisor any physical or mental condition I have which may require special medical attention or accommodation during the activity in advance of the date of travel and/or activity.

Further Assurances. I further agree:

- That PLU reserves the right to make changes to the activity itinerary at any time and for any reason, with or without notice, and that PLU shall not be liable for any loss whatsoever to participants by reason of any such cancellation or change. PLU is not responsible for any charges or penalties assessed by vendors that may result due to operational and/or itinerary changes, regardless of whether the participant or PLU made the activity arrangements. The participant will pay any other additional expense resulting from the above.
- That PLU assumes no responsibility or liability, in whole or in part, for any delayed or changed departure or arrival times, cost changes, dishonors of vehicle rental reservations, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, force majeure, criminal activity, expense, accident, injuries or damage to property, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service, or for any additional expenses occasioned by any of the foregoing. If schedules or other uncontrollable factors require me to stay over nights, PLU will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property is my risk entirely.

