

STUDENT ACTIVITY or CLUB

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, [REDACTED] ("*Participant*"), hereby acknowledge that I have voluntarily elected to participate in the [REDACTED] (*name of Activity and/or Club*), to be held in and around [REDACTED] (*location*) for the date(s) of [REDACTED] (*beginning and end date(s)*). **In consideration for being permitted by Pacific Lutheran University, the "UNIVERSITY", to participate in the Activity, I hereby acknowledge and agree to the following:**

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary and that my participation is not required by the UNIVERSITY.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with the UNIVERSITY policies and procedures, including but not limited to the PLU Student Handbook, PLU Student Conduct, and PLU Club Handbook. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that the UNIVERSITY has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in the UNIVERSITY's discretion.

Initial [REDACTED].

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity. I understand that there are risks involved in the activity which include, but are not limited to: [**SPECIFY risks related to Activity*] [REDACTED],

travel to and from Activity site via private vehicle, common carrier, and/or UNIVERSITY owned vehicle, conditions of facilities, injuries due to condition of equipment, crime, weather condition, facility conditions, wildlife, negligent first aid operations and there may be other risks not known to me or not reasonably foreseeable to me at this time. In addition, I understand that as a Participant in the Activity, I will engage in physical activities, including [*SPECIFY PHYSICAL ACTIVITY*] [REDACTED]

during which I could sustain serious personal injuries, property damage, or even death. I understand that as a Participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the UNIVERSITY's actions or inactions, but also the actions, inactions, negligence or fault of others, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility. **Initial** [REDACTED]

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the UNIVERSITY, its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts. **Initial** [REDACTED]

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there potential risks include, but are not limited to: [**SPECIFY risks related to Activity*] [REDACTED],

travel to and from Activity site via private vehicle, common carrier, and/or UNIVERSITY owned vehicle, injuries due to the condition of the equipment, weather conditions, facility condition, crime, wildlife, negligent first aid operations or Releasees, and other risks that are unknown at this time. In addition, I understand that as a participant in the Program, I will engage in physical activities, including [**SPECIFY physical risks related to activity*] [REDACTED]

during which I could sustain serious personal injuries, broken bones, illness, property damage, or even death. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF**

ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS, and assume full responsibility for my participation in the Program.

Initial _____

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and all kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS.**

Initial _____

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Activity personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require either directly or not directly related to my participation in the Activity. **Initial** _____

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in this particular Activity. **Initial** _____

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I (**initial one**) **do** ___ **do not** ___ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the UNIVERSITY personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

Initial _____

I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Washington. I understand that I may seek legal counsel of my own choosing to fully explain any terms of the Agreement to me before I sign it.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE, OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WILL AS MY OWN.

Signature of Participant _____ Date

Signature of parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I join with Participant in granting a release to releasees as set forth in detail above.

Signature of Parent/Guardian _____ Date

Date of birth of participant under eighteen (18) years of age: _____