

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

I, _____, hereby acknowledge that I have voluntarily elected to participate in the following activity/trip _____ Honors Program Retreat _____, to be held in and around _____ Audubon State Park, Henderson, Kentucky _____, on August 28, 2022 _____.

In consideration for being permitted by the UNIVERSITY OF EVANSVILLE (UE) to participate in the Activity, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with UE policies and procedures, including those listed in the UE Student Handbook. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that UE 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 UE's discretion. UE aims to protect the health and safety of campus community to minimize the potential spread of disease within our community. As always, UE will endeavor to update Participants with timely information about specific health and safety guidance important for Participants. Participants are expected to abide by the policies and protocols published on UE's Coronavirus webpage; <https://www.evansville.edu/coronavirus> which are subject to update.

INFORMED CONSENT & ASSUMPTION OF RISK: I have been informed of and I understand the various aspects of the Activity, including the dangers, hazards, and risks inherent in the Activity, including but not limited to transportation to and from Audubon State Park, Henderson, Kentucky _____ via private vehicle, common carrier and/or UE-owned vehicle, participation in challenge course, meetings, and lunch _____, weather conditions, conditions of equipment, facility conditions, negligent first-aid operations or procedures, and in any independent research or activities I undertake as an adjunct to the Activity. I understand that as a Participant in the Activity I could sustain personal injuries, illness, and/or property damage, as a consequence of not only UE'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, disability and/or property damage that I may sustain by any means is my sole responsibility except for those occurrences due to UE's negligence or intentional acts. Such risks include, but are not limited to, accidental or negligent contact with other people or property, and the possibility of contracting viral or bacterial infections such as COVID-19, Hepatitis, HIV or other illnesses spread through close contact, cross-contamination or otherwise (collectively "illnesses"). I understand that COVID-19 and other illnesses may have long incubation periods during which carriers of the virus or illness may not show symptoms and still be highly contagious. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF UE, ITS BOARD OF TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND ANY STUDENTS (hereinafter referred to as "Releasees"), UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE PROGRAM.**

RELEASE AND WAIVER OF LIABILITY & INDEMNIFICATION: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns agree to **HOLD HARMLESS, DEFEND, INDEMNIFY, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the 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, illness, disability and/or property damage that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE 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, illness, disability and/or damage that I sustain as a result of my own negligent acts.

PERSONAL ACCIDENT AND/OR MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Activity personal accident and/or medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Activity.

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.

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 UE 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.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Indiana.

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 WELL AS MY OWN.

Signature of Participant

Date

Print Name of Participant

Emergency Contact Name

Emergency Contact Phone #

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 or Guardian

Date

Print Name of Parent or Guardian

UE Activity Leader's Name (Print)

UE Department