Eastern Kentucky University
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK.

Please read it carefully, fill in all blanks and **initial each paragraph** before signing.

_____ I, _____, hereby affirm that I have read this document in its entirety. By signature below and by my **initialing each paragraph**, I agree to each and every term and condition of this document.

_____ I UNDERSTAND THAT PARTICIPATION IN _____ (hereafter referred to "Event"), which involves _____ as _____, CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO: PERSONAL DAMAGE, INJURY, PARALYSIS, LOSS, DEATH, OR PROPERTY DAMAGE OR LOSS. I understand that these risks are described by way of example only, and that there are numerous other risks inherent in this activity to which I may be exposed. In the event of possible injury, I give permission for EKU to authorize the administration of medical care.

_____ IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN _____ at _____, on _____: I, on behalf of my myself and anyone claiming interest through me, DO HEREBY INTENTIONALLY, KNOWINGLY, AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND AGREE TO HOLD HARMLESS EASTERN KENTUCKY UNIVERSITY, and all its employees, regents, and volunteers FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES, AND LIABILITIES brought as a result of my involvement in this event, whether such damage, injury, or loss results from NEGLIGENCE or some other cause, and to reimburse them for any such expenses incurred.

_____ I understand that the University in no way represents, or acts as an agent for, any third party trip organizer, the transportation carriers, hotels, and other suppliers of service during this event. I understand and agree that the University is not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes or disruptions. Further, the University is not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

If event is off-campus, check one of the following concerning transportation:

_____ I desire to travel with the University's Group. I fully understand and appreciate the dangers, hazards, and risks inherent in the transportation to, from, and during this event, which dangers include, but are not limited to serious or even mortal injuries and property damage.

_____ I do not desire to use the University provided transportation. I choose to use personal transportation (of my own vehicle, another student's, or other third party) and agree that the University has no liability regarding transportation and I travel at my own risk.

_____ I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. I understand that I signed this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

____ I further agree that this document will be interpreted in accordance with the laws of the Commonwealth of Kentucky. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining portions shall not be affected.

Student Information *Required Field if EKU student

*First Name: _____ *Last Name: _____ *Student ID: _____

*Phone Number: _____ *E-mail Address: _____

_____ _____ _____

Sign name Print name Date

Signature of Parent or Guardian (if under 18 years of age): _____