



EASTERN OREGON
UNIVERSITY

CONTRACTOR ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

Contractor Name: _____

Service Date(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

I, the undersigned, am aware that providing the services (hereafter referred to as **ACTIVITY**) below, which is also detailed in my personal services agreement with EOU, may include activities that may cause injury and be dangerous. I acknowledge that providing this **ACTIVITY** has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury, up to and including death, may occur:

Scope of Work:

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I agree in providing the ACTIVITY that I assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury to others and to myself. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with the ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with UNIVERSITY Rule and Regulations (including Student Code of Conduct, when applicable) and with any state, city and applicable laws or rules where the ACTIVITY is occurring. I agree **not** to use or possess alcohol or drugs at any time while traveling, lodging, or participating in the event/activity.

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the schedule ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby save, hold harmless, discharge and release the UNIVERSITY from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of participation in the ACTIVITY, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be **as broad and inclusive as permitted by law**. In any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with the ACTIVITY.

In signing the Acknowledgement of Risk and Waiver Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

Contractor Signature: _____

Date: _____

Please read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document.