



ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

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

Activity: _____ Group/Course Prefix: _____ Date _____

If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned, am aware that participation in the Activity (hereafter referred to as **ACTIVITY**) described above may include activities that may cause injury and be dangerous. I acknowledge that participation in 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. **With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury to others and to myself.** I agree to comply with all of the rules and conditions of participating in the **ACTIVITY**. 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. If this **ACTIVITY** is an off-campus UNIVERSITY sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this **ACTIVITY** and will be handled in accordance with the Student Conduct Regulations. In addition, I understand that if I travel to the **ACTIVITY** with a UNIVERSITY group and/or advisor, I will return with the group unless prior arrangements have been made with the UNIVERSITY faculty/staff who is supervising the **ACTIVITY**. I agree **not** to use or possess alcohol or drugs at any time while traveling, lodging, or participating in the event/activity.

I recognize and acknowledge that the UNIVERSITY may record my participation and appearance in **ACTIVITY** on any recorded medium including, but not limited to video, audio, photos (collectively "recordings") for use in any form (including, but not limited to print, websites, blogs, internet, and social media). **I authorize such recording and release UNIVERSITY to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or in part without restrictions or limitations for any educational or promotional purpose.** If you would like to opt out of this section, please request the Photo Opt Out Release (available online at: www.eou.edu/risk (see Forms)).

Notwithstanding the provision of the Acknowledgement of Risk and Waiver of Liability for which prohibits alcohol possession or consumption, if I travel to a host country whose laws authorize me to purchase or consume alcohol, I may do so as long as I remain in compliance with the conduct code of the program providing the travel opportunity, the EOU Student Handbook and Student Code of Conduct, the laws and regulations of the host country, and any directive given to me by EOU staff. If I purchase or consume alcohol I assume all risk related to the purchase or consumption of the alcohol, including risk of injury to myself, liability for injury and damages to persons or property, and risk of criminal prosecution and civil legal proceedings in the host country and the United States.

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 certify that with or without accommodation, *I have no health-related reasons or problems that preclude or restrict my participation in the **ACTIVITY**. 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.

Participants who are not 18 years of age or older must sign and also must obtain the signature of a parent or legal guardian: I certify that I am the parent or legal guardian of the below-named participant in the **ACTIVITY**. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent. I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependents participant in the **ACTIVITY**, and I hereby give my consent to participation by my dependent in the **ACTIVITY**, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the UNIVERSITY from and against all claims, demands or suits that my dependent has or may have.

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