



### ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

PLEASE PRINT

**Activity:** \_\_\_\_\_

**Group:** \_\_\_\_\_ **Date(s):** \_\_\_\_\_

**Participant Information**    **Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Sex:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Sign and return this form to:

\_\_\_\_\_ (INSERT Department contact name, address and phone number)

**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 (INSERT activities below):

**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**. I will indemnify Oregon State University, its officers, board members, agents, and employees (hereafter referred to as **UNIVERSITY**) harmless with respect to any and all claims, injuries, and costs associated with my participation in this **ACTIVITY**.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this **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** Rules 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 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, 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.

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 scheduled **ACTIVITY**, regardless if occurring before, during or after the period of the **ACTIVITY**.

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument.

**COMPLETE BOTH SIDES OF THIS FORM**



### ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

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.

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**. If 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.

\*If your participation requires an accommodation, please \_\_\_\_\_ at least one week (7 days) before the date of the ACTIVITY. (INSERT Department contact name and phone number)

Emergency Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

In signing this Acknowledgement of Risk and Waiver of 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.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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#### REQUIRED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE: PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

I certify that I am the parent or legal guardian of the above-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 dependent's participation 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.

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument.

**COMPLETE BOTH SIDES OF THIS FORM**