

Supervisor: \_\_\_\_\_

Department: \_\_\_\_\_

## OAKLAND UNIVERSITY

### RELEASE AND WAIVER RELATED TO

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**For:** \_\_\_\_\_ (“Participant”)

**Event:** \_\_\_\_\_ (“Event”)

**Event Date/Location:** \_\_\_\_\_

In consideration of being permitted to participate in and/or observe all or any part of the Event, including without limitation the use of facilities, equipment, grounds and/or personnel, Participant understands, acknowledges, agrees, represents and warrants that:

**(1) Voluntary Participation.** Participation in and observation of all or any portion of the Event is voluntary and Participant may refuse to observe or participate at any time.

**(2) Assumption of Risk.** Participation in and/or observation of the Event or any portion of the Event may involve risk of temporary and/or permanent bodily injury, property damage, death, and other dangers. Participant voluntarily and freely assumes all such risks.

**(3) Health and Safety.** There are no health-related reasons or problems that preclude or restrict Participant from participating in the Event. If Participant is injured during the Event, Oakland University and its trustees, officers, employees, students, volunteers, agents, representatives and designees (collectively, the “University”) are not obligated to attend to any of Participant’s medical or medication needs during the Event, and Participant assumes all risk and responsibility therefore.

**(4) Personal Responsibility.** Participant is personally responsible for any loss, injury or damage caused or suffered by Participant during the Event. The University does not guarantee Participant’s safety or security during the Event. Participant agrees to abide by all rules, regulations, and policies of Oakland University and of any organization, entity, person, or facility providing services to Participant during participation in the Event and Participant shall be solely responsible for any damages resulting from their failure to do so.

Participant is responsible for his or her own medical and other insurance, equipment, supplies, personal property, and effects during the Event. Participant will be responsible for asking questions to ensure safety and security during the Event, and will observe all rules, practices, procedures and requests which may be imposed to minimize the risk of injury while participating in the Event.

Participant will reduce the risk of injury by limiting participation to reflect his/her personal fitness or comfort level, and not ingesting or using any substance during the activity which could pose a hazard to Participant or others.

**(5) Waiver and Release.** Participant, individually and on behalf of Participant’s family, heirs, estate, successors, assigns and personal and legal representative(s), fully, finally, irrevocably, unconditionally and forever **WAIVES, RELEASES, and DISCHARGES** Oakland University, its trustees, officers, employees, agents, and servants, individually and in their official and personal capacities, (collectively, the “Released Parties”), of and from any and all **CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, COSTS, CHARGES, JUDGMENTS,**

**LIABILITIES AND RIGHTS OF EVERY KIND, NATURE AND DESCRIPTION INCLUDING WITHOUT LIMITATION, CLAIMS THAT COULD BE MADE OR ALLEGED FOR ANY HARM, INJURY, DEATH, DAMAGE, COSTS, FEES AND EXPENSES OF ANY NATURE ACTUALLY OR ALLEGEDLY ARISING OUT OF OR RELATING IN ANY WAY TO THE PARTICIPANT'S TRAVEL TO, FROM OR DURING THE EVENT, OR PARTICIPATION IN AND/OR OBSERVATION OF THE EVENT, WHETHER CAUSED BY NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES OR ANY OTHER CAUSE.**

**(6) Indemnity.** Participant will **INDEMNIFY, DEFEND and HOLD HARMLESS** the University, its trustees, officers, employees, agents, and servants, individually and in their official and personal capacities, from any and all **CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, COSTS, CHARGES, JUDGMENTS, LIABILITIES AND RIGHTS OF EVERY KIND, NATURE AND DESCRIPTION INCLUDING WITHOUT LIMITATION, CLAIMS THAT COULD BE MADE OR ALLEGED FOR ANY HARM, INJURY, DEATH, DAMAGE, COSTS, FEES AND EXPENSES OF ANY NATURE ACTUALLY OR ALLEGEDLY ARISING OUT OF OR RELATING IN ANY WAY TO PARTICIPANT'S ACTIVITIES, ACTS AND/OR OMISSIONS DURING THE EVENT, INCLUDING WITHOUT LIMITATION PERIODS OF TRAVEL TO AND FROM THE EVENT**

**(7) Signature.** Participant has carefully read and understands completely the above provisions and voluntarily signs this Release and Assumption of Risk agreement. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made to obtain Participant's signature. This Release and Assumption of Risk agreement will be governed by the laws of the State of Michigan which will be the venue for any lawsuits filed under or incident to this agreement or to the Event. If any portion of this agreement is held invalid, such portion will be considered severed from the agreement and the remainder of the agreement will continue in full force and effect.

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I hereby warrant and represent that I am the parent or legal guardian of the Participant who is under the age of 18, and I am hereby providing permission for him/her to participate in the Event, and agree to be responsible for his/her behavior during the Event. I have full authority to execute this Release and Assumption of Risk agreement which I have read, approved and agree to in its entirety on behalf of myself and for the Participant.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_