

## ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AGREEMENT

In consideration of the services provided by Northwest Missouri State University, its board, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "UNIVERSITY") in conjunction with the \_\_\_\_\_ ("Event"), I hereby agree to release, hold harmless, and discharge UNIVERSITY, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my participation in the Event entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
2. I expressly agree and promise to accept and assume all of the risks existing in this Event. My participation in this Event is purely voluntary, and I elect to participate despite the risks. I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in the Event, with the understanding that the cost of any such treatment will be solely my responsibility.
3. **I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against UNIVERSITY that relate in any way to any activity I undertake in conjunction with the Event, including transportation to and from the Event.**
4. Should UNIVERSITY or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I understand that UNIVERSITY does not maintain an insurance policy that would provide coverage in the event that I am injured during the Event or cause any injury during the Event. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Event, or else I agree to bear the costs of such injury or damage myself.
6. I understand that UNIVERSITY may photograph, film, and/or record ("Medium") my participation in the Event. I authorize UNIVERSITY to use Medium and my likeness in conjunction with any UNIVERSITY marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that I will not be compensated in any way for such use.

In the event that I file a lawsuit against UNIVERSITY, I agree to do so solely in the State of Missouri, and I further agree that the substantive law of Missouri shall apply without regard to conflict of law rules. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**[Intentionally blank and continued on following page]**

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement.

I further certify that I have read and understood it, and I agree to be bound by its terms.

**I further acknowledge that this document contains a negligence waiver and indemnification provisions.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S WAIVER**

(Must be completed by all parents and guardians for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted to participate in the Event, I agree to be bound by the terms of this Agreement and further agree to waive any and all claims of negligence against UNIVERSITY which are brought by, or on behalf of Minor, and which are in any way connected with the Event, including transportation to and from the Event.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_