

MSU Waiver of Liability, Assumption of Risk, and Indemnity Agreement

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK

I, _____, hereby affirm that I have read this document in its entirety. By my signature below and by my initialing each paragraph, I agree to each and every term and condition of this document.

_____ I UNDERSTAND THAT PARTICIPATION IN THE ACTIVITIES STATED BELOW (hereafter referred to as "Activity"), which may involve transportation, field trips, activities and/or events, CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO: PERSONAL DAMAGE, INJURY, PARALYSIS, LOSS, DEATH, OR PROPERTY DAMAGE OR LOSS. I understand that these risks are described by way of example only, and that there are numerous other risks inherent in this Activity to which I may be exposed.

Trip/Activity Name: _____

Dates: _____

_____ IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY, DO HEREBY INTENTIONALLY, KNOWINGLY, AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND AGREE TO HOLD HARMLESS MOREHEAD STATE UNIVERSITY, its governing board, officers, faculty, agents, employees, subcontractors, volunteers and /or students employed by Morehead State University (collectively referred to as "MSU") FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES, AND LIABILITIES brought as a result of my involvement in this Activity, whether such damage, injury, or loss results from NEGLIGENCE or some other cause, and to reimburse them for any such expenses incurred.

_____ I understand that MSU in no way represents, or acts as an agent for, any third-party Activity organizer, the transportation carriers, hotels, and other suppliers of service during this Activity. I understand and agree that the University is not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes or disruptions. Further, the University is not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

TRANSPORTATION ARRANGEMENT:

If Activity is off campus, **check one** of the following concerning transportation:

_____ I desire to travel with the University's Group. I fully understand and appreciate the dangers, hazards, and risks inherent in the transportation to, from, and during this event, which dangers include, but are not limited to serious or even fatal injuries and property damage.

_____ I do not desire to use the University provided transportation. I am using personal transportation (my own vehicle, another student's, or other third party) and agree that the University has no liability regarding transportation, and I travel at my own risk. I hereby warrant, represent and certify that I personally carry Automobile Liability Insurance applicable and effective in the place in which I will be driving, and that this insurance includes medical payment coverage in the event of an accident. I am aware that I or my insurance company will be responsible for all expenses incurred in the event of an accident.

_____ In the event of an accident or serious illness, I hereby authorize MSU to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify MSU from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. In order to participate I am aware that I must have a copy of my current insurance card and a photo ID on my person during the field trip and authorize MSU to share my insurance and personal information with medical or other personnel. If I do not currently have medical insurance, I am aware that I will be personally responsible for all expenses incurred for me and on my behalf.

In order to participate, I must provide two emergency contacts and by providing these, I authorize MSU to report medical and other personal information as deemed necessary by any MSU, medical, or other involved agents.

1st Emergency Contact Name _____

Relation _____

Phone Numbers: _____

2nd Emergency Contact Name _____

Relation _____

Phone Numbers: _____

Describe any allergies (drug, food, insect bites, etc.) and any limitation in activity or physical disabilities that you want us to relay to a medical provider in case of emergency:

____ I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. I understand that I signed this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

____ I further agree that this document will be interpreted in accordance with the laws of the Commonwealth of Kentucky. If any term or provision of this document shall be held illegal, unenforceable or in conflict with any law governing this document, the validity of the remaining portions shall not be affected.

Participant Information: _____

Signature

Printed Name

Date

If participant is under 18 years of age, a parent or legal guardian must sign and initial each paragraph as well.

Parent/Guardian: _____

Signature

Printed Name

Date

*Return all signed waivers to the Office of Environmental Health & Safety, Attn: Director of EHS, Risk Management & Insurance, ehs@moreheadstate.edu 150 University Blvd, Combs 113, Morehead, KY 40351.

