

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 "Event"), which involves bus transportation, field trips, and participation in academic 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.

Event Name: _____ Dates of Event: _____

_____ 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, and all its employees, regents, and volunteers FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES, AND LIABILITIES brought as a result of my involvement in this event, 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 Morehead State University in no way represents, or acts as an agent for, any third party trip organizer, the transportation carriers, hotels, and other suppliers of service during this event. 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.

If event 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 mortal 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 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 Print name Date