

LINDENWOOD UNIVERSITY
RELEASE, PARTICIPANT WAIVER, AND HOLD HARMLESS FORM

ACTIVITY: _____

1. In consideration for receiving permission to participate in the above-mentioned activity, (herein referred to as **ACTIVITY**), which is sanctioned or sponsored by Lindenwood University (herein referred to as **SPONSOR**), I (**PARTICIPANT**), hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS SPONSOR**, Lindenwood University, its Board of Directors, its officers, agents, volunteers, other students, third parties, or employees (collectively referred to as **RELEASEES**) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, unless specifically exempted herein, that may be sustained by me while participating in such **ACTIVITY**, travel to and from the activity, or while on the premises owned or leased by **RELEASEES**, **including injuries sustained as a result of the negligence and FUTURE NEGLIGENCE of RELEASEES**. I am able to participate in this activity and I know of no medical, physical, or mental, reason why I should not participate.

2. I am fully aware that there are inherent risks involved with the **ACTIVITY**, and I choose to voluntarily participate in said **ACTIVITY** with full knowledge that said **ACTIVITY** may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me as a result of participating in said **ACTIVITY**, **including injuries sustained as a result of the negligence or FUTURE NEGLIGENCE of RELEASEES**, unless specifically exempted herein. I further agree to indemnify and hold harmless the **RELEASEES** for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said **ACTIVITY**, unless specifically exempted herein.

3. I authorize university staff and other medical personnel to take any action deemed necessary in case of emergency medical situations. I understand that **RELEASEES** may not maintain insurance covering circumstances arising from my participation in this **ACTIVITY** or any event related to that participation. As such, I am aware that I should review my personal insurance coverage and my personal insurance will be used when appropriate and applicable.

4. It is my express intent that this document shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased.

5. In signing this Release, Waiver, and Hold Harmless, I acknowledge and represent that I have read the foregoing document, acknowledge that I have the right to review it with my own legal counsel, understand it, and sign it voluntarily as my own free act and deed. No oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

6. All other terms notwithstanding, this document does not release, and expressly excludes from its terms, claims, liabilities, or causes of action which are non-releasable under State or Federal Laws, including, but not limited to, intentional torts, gross recklessness, gross negligence, fraud, or activities involving the public interest, depending on the jurisdiction.

Participant Signature: _____

Printed Name: _____

Address: _____

Date: _____ **Telephone:** _____

Parent or Legal Guardian Printed Name & Signature (If under Participant is under 18 years old):
