

**FULL RELEASE AND PROMISE NOT TO SUE HERITAGE UNIVERSITY AND**

 **ITS REPRESENTATIVES FOR NEGLIGENCE**

**Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of the Activity or Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of Activity or Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I, or I on behalf of my minor child, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of the their possible liability without fault. I acknowledge that participation or volunteering for this activity is not required and I am voluntarily participating or volunteering or voluntarily permitting my child to do so.

I, or I on behalf of my minor child, certify that I am or my child is physically fit, I have or my child has sufficiently prepared or trained for participation in the activity or event, and I have or my child has not been advised to not participate in this activity or event by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my or my child's participation in this activity or event.

In consideration of Heritage University (the "University") permitting me or my minor child to participate or volunteer in this event or activity, I, or I on behalf of my minor child, hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

**(A) I WAIVE, RELEASE, AND DISCHARGE the University and/or its Board of Directors, its individual Directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers, from any and all liability of every kind, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my or my child's death, disability, personal injury, property damage, property theft, or actions or injury of any kind which may hereafter occur to me including my traveling to and from this event;**

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons released above from any and all liabilities or claims made as a result of participation or volunteering in this activity or event, whether caused by the negligence of releasee or releasees or otherwise.

I acknowledge that the University and its Board of Directors, its individual Directors, officers, volunteers, representatives, and agents are NOT responsible for the acts, errors, omissions, or failures to act of any party or entity conducting a specific event or activity on behalf of the University, whether or not such acts, errors, omissions, or failures to act are caused by negligence or carelessness.

I acknowledge that this activity or event may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by or resulting from terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers

I, or I on behalf of my minor child, hereby give consent for University staff members to authorize necessary hospitalization and medical treatment, including, but not limited to, injections, anesthesia, surgery, and medication. I represent that I have current medical insurance coverage for me, or for my minor child if agreeing on behalf of my child, and agree to be responsible for any and all billings and debts incurred with respect to such medical treatment or services.

I understand that at this event or related activities, I or my minor child may be photographed. I, or I on behalf of my minor child, agree to allow my or my child's photo, video, or film likeness to be used for any purpose by the event holders, producers, sponsors, organizers, and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Print Participant’s Name Age

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (if under 18 years old, Parent or guardian must Date

also sign)

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent or legal guardian does hereby warrant and represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the released persons or entities referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said persons or entities on behalf of the minor and the parents or legal guardian.

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Print Participant’s Name Age

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Signature of Parent or Guardian Date

**EMERGENCY CONTACT INFORMATION**

Activity/Program Name:

Date of Activity:

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Preferred Hospital: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby release Heritage University and its employees and all persons associated with student activities and programs from any responsibility or liability for any damages incurred from personal injuries or property damage or loss related to my participation in the above activity.

I certify that I have no physical handicaps or impairments that might inhibit my participation in the above activity. I also agree to abide by all policies adopted by the Heritage University President’s Cabinet.

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Participant’s Signature Date

Participants under 18 years of age, except for those who are legally independent, must have this release co-signed by their parent or guardian.

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Parent/Guardian Signature Date