

## **LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE**

This Liability Release, Waiver, Discharge and Covenant not to Sue, (hereinafter referred to as "Release"), executed by \_\_\_\_\_, whose address is \_\_\_\_\_, to Idaho State University, (hereinafter referred to as "ISU"), Pocatello, Idaho.

- 1.0** As a student member of the Idaho State University Department of \_\_\_\_\_ Program, I desire to participate in the field trip to \_\_\_\_\_, Idaho on \_\_\_\_\_, \_\_\_\_\_, 2006 as described in the itinerary (hereinafter referred to as "Activity"), and I fully understand the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, and in any independent activities I undertake as an adjunct to the Activity, which dangers include, but are not limited to, automobile accidents, theft of personal property, and which also could include serious even mortal injuries. I further understand and expressly acknowledge that my participation in the Activity is not required by ISU and that it is voluntary and my own decision. I further understand and acknowledge that if I choose to drive my own vehicle to and from the Activity, or ride as a passenger in a vehicle owned or rented by another participant, that ISU will not insure such private or commercial vehicles, and that the owner and/or rental driver shall be responsible for providing automobile insurance which adequately, and in conformance with the law, covers the occupants, including passengers.
- 2.0** I agree to conduct my self responsibly throughout the Activity and will conform my conduct to the laws of the State of Idaho and in accordance with any code of conduct applicable to ISU students in general, as well as any specific professional or organizational code of conduct, including but not limited to any such laws or codes pertaining to alcohol consumption and/or drug use, etc.
- 3.0** Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representatives, I, the undersigned, are to assume all risks inherent in the Activity, the transportation, and in any independent activities undertaken as an adjunct thereto, and in advance release, waive, and forever discharge, and covenant not sue the State of Idaho, ISU, its governing board, officers, agents, employees (hereinafter collectively referred to as "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to, suffering and death, that may be sustained by me or by any property belonging to me, whether caused upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.
- 4.0** I understand and agree that Releasees do not have medical personnel available at the location of the Activity. I agree and hereby grant Releasees permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be

subject to the terms of this document. I understand and agree that Releases assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

- 5.0** It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a Liability Release, Waiver, Discharge, and Covenant not to Sue the above Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the Activity.
- 6.0** In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing by reading it before I sign it, and I understand that I sign this Release as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written statement, have been made. I understand that ISU does not require me to participate in the Activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this Release; and that I execute this Release for full, adequate and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in Activity, and that I have adequate health insurance to provide for and pay any medical costs that may be attendant as a result of injury to me.
- 7.0** I further agree that this Release shall be construed in accordance with the laws of the State of Idaho. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any governing law, the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this Release this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND BEFORE SIGNING.**

**STUDENT/PARTICIPANT:**

**WITNESS:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Date)