



# IDAHO STATE UNIVERSITY

## PARTICIPANT WAIVER AND HOLD HARMLESS FORM ISU STUDENTS

1. In consideration for receiving permission to participate in the Walk a Mile in Her Shoes (herein referred to as ACTIVITY), which is sponsored by the Janet C. Anderson Gender Resource Center (herein referred to as SPONSOR), a component member of the Idaho State University system, I represent that I am participating in the ACTIVITY and I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes SPONSOR, the State of Idaho, Idaho State University, the State Board of Education, and their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, **including injuries sustained as a result of the negligence of RELEASEES**. I acknowledge there may be physical activities. I know of no medical 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 of RELEASEES**. 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.

3. I understand that RELEASEES do not maintain any insurance policy covering me under any circumstance 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.

4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Idaho.

5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, 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.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**Participant Signature:** \_\_\_\_\_  
(ISU Student)

**Printed Name:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Witness Printed Name:** \_\_\_\_\_

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## INSTRUCTIONS TO SPONSORS

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1. *Provide copy of executed form to Participant.*
2. *Keep this release on file in appropriate office of Sponsor.*