

**Idaho State University – THE ISU AMBUSH 2019**  
**(Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue)**

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT FOR YOURSELF OR A MINOR UNDER THE AGE OF 18, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOURSELF OR YOUR MINOR CHILD, OR TO YOUR PROPERTY, ARISING OUT OF **THE ISU AMBUSH**, NOW OR AT ANYTIME IN THE FUTURE. READ THIS ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY CAREFULLY AND IN ITS ENTIRETY.

**Acknowledgement of Risk:** I, (meaning an adult participant for him/herself OR parent/guardian of a minor participant on behalf of the minor) understand and acknowledge that participating in the Idaho State University (ISU) AMBUSH (herein “ACTIVITY”) entails both known and unanticipated risks related to running in an organized event; injury including broken bones, sprains, strains, dehydration, concussion, paralysis, allergic reactions from consumption of food and drink and even death, as well as damage to property or third parties, or other unknown and unanticipated activities and risks. By participating or allowing my minor to participate, I certify that I have full knowledge of and voluntarily assume all risks; am/is in good health; and know of no physical or mental limitations that would preclude the safe participation in this ACTIVITY.

**Release/Indemnification/Covenant Not to Sue:** To the fullest extent permitted by law, and in consideration of ISU permitting me/my minor child to participate in the ACTIVITY, I, on behalf of myself or my minor child, my heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold harmless, release, and covenant not to sue the State of Idaho, its State Board of Education, Idaho State University, ISU ROTC and Idaho National Guard, all respective officers, employees, volunteers, and agents, (the Released Parties) for any negligently caused injuries or losses arising from or related to the ACTIVITY. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by me or my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

On behalf of myself or my minor child, I hereby consent to emergency medical care, including transportation to and exchange of medical information with a medical facility. I understand that I am responsible for all medical expenses for myself or my minor child. I grant ISU the right to use, for promotional purposes, any photographs or video footage taken of my minor child or me during the ACTIVITY. This agreement and all claims out of or relating to this agreement shall be governed exclusively by the laws of Idaho. The disputes shall be resolved in the courts of Bannock County, Idaho and I, on behalf of myself or my minor child, consent to the jurisdiction of such courts.

*If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have read the terms and agree to them, and have the legal right to execute this document on behalf of the minor, and that this document, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.*

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Participant Name (printed)

Date

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Participant/Parent/Guardian Signature

Emergency Contact Phone

You may mail, fax or drop off signed waivers to: Idaho State University, 921 S. 8<sup>th</sup>, Stop 8125, Pocatello, ID 83209, fax 208.282.4451 – drop off location Rm 215 Pond Student Union, ISU Campus

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