

Idaho State University

Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOURSELF OR TO YOUR PROPERTY, ARISING OUT OF THIS ACTIVITY, NOW OR AT ANYTIME IN THE FUTURE.

Acknowledgement of Risk: I, meaning an adult participant, understand and acknowledge that participating in the _____ (Activity) (herein “ACTIVITY”), (date) _____ sponsored by Idaho State University (herein “ISU”) entails both known and unanticipated risks, which include, but are not limited to: injuries 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. I certify that I have knowledge of the voluntarily assumed risks; am in good health; and have no physical or mental limitations that would preclude safe participation.

Release/Indemnification/Covenant Not to Sue: To the fullest extent permitted by law, and in consideration for being allowed to participate, I, on behalf of myself, 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, its members, 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 or caused by me that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

Other: I acknowledge that insurance coverage for bodily injury and property damage is my personal responsibility. On behalf of myself, I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility. I grant Idaho State University the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child during the ACTIVITY. The venue of any dispute shall be in Bannock County, Idaho and shall be governed by Idaho law.

If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have the legal right to execute this waiver on behalf of the minor and that the release, 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.

Participant Name (printed)

Participant Signature

Date

Emergency Contact Name and Phone