



# Assumption of Risk

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

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Release executed by \_\_\_\_\_ (full legal name of Participant), whose address is \_\_\_\_\_, to the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of Southern Illinois University Carbondale.

**1.0** I desire to participate in the following activity/trip \_\_\_\_\_ (“Activity”), to be held on \_\_\_\_\_, and I fully understand and appreciate the dangers, hazards and risks inherent in the Activity, in the transportation to and from the Activity, which dangers include, but are not limited to \_\_\_\_\_ [if necessary, described in more detail in the attached] and which also could include serious, or even mortal injuries and property damage.

**2.0** 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 representative(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees, and any students acting as employees (hereafter called the “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 by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

**3.0** I understand and agree that Releasees do not have medical personnel available at the location of the Activity or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**4.0** I understand that any personally owned automobiles used in conjunction with this Activity are not covered by the university for personal property damage or liability. I understand that if I utilize a personally owned automobile I am required to carry auto liability insurance as required by the State of Illinois and any state in which this activity involves. Further, if I agree to be a passenger in a vehicle that is not owned and/or operated by a University faculty member or representative, I hereby assume any and all risks that may be associated with riding in such vehicle and will hold the Releasees harmless from any and all loss, damage, injury or liability that may arise from such act.

**5.0** It is my express intent that this release and hold harmless agreement 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 "Release, Waiver, Discharge and Covenant" not to sue the above-named 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 \_\_\_\_\_ (name of the Activity).

**6.0** In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

**7.0** I am voluntarily participating in this activity, despite the possible dangers and risks and despite this Release.

**8.0** I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; 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 this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

**9.0** I further agree that this Release shall be construed in accordance with the laws of the State of Illinois. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this release this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

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

STUDENT PARTICIPANT:

WITNESS:

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

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

# SIUC PARTICIPANT AGREEMENT AND ASSUMPTION OF RISK FORM

NOTE: The Assumption of Risk Form must be signed by the participant's legal guardian if the participant is not of legal age.

Trip Description: \_\_\_\_\_

Dates: \_\_\_\_\_ Location: \_\_\_\_\_

Activity/Risk Description: \_\_\_\_\_

## PARTICIPANT INFORMATION

Participant's Name: \_\_\_\_\_ Student ID#: \_\_\_\_\_

Permanent Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

## MEDICAL EMERGENCY CONTACT INFORMATION

Person to Contact First: \_\_\_\_\_ Backup Contact (Relative or Friend): \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Relation to Participant: \_\_\_\_\_ Relation to Participant: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Any medications you are allergic to: \_\_\_\_\_

List current prescriptions/medications: \_\_\_\_\_

## INSURANCE POLICY INFORMATION

Yes  No The above-named participant is covered by health insurance.

If yes, provide the following information, which is required by Southern Illinois University to expedite treatment and to facilitate the billing process.

Policy Holder's (P.H.) Name: \_\_\_\_\_ P.H. Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Relation to Participant: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Occupation: \_\_\_\_\_

P.H. Employer's Name: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Insurance Company Name: \_\_\_\_\_

Insurance Company Address: \_\_\_\_\_

Policy #: \_\_\_\_\_ Plan #: \_\_\_\_\_