

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

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Release to the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, governing Southern Illinois University Edwardsville (the "University").

1.0 I desire to voluntarily participate in the following activity: \_\_\_\_\_ ("Activity"), to be held at \_\_\_\_\_ on \_\_\_\_\_. I understand and appreciate the dangers, hazards, and risks inherent in the Activity, and in the transportation to and from the Activity, which dangers could include serious or even mortal personal injuries and property damage.

2.0 Knowing the dangers, hazards, and risks of such activities, and the transportation to and from the Activity, and in consideration of being permitted to participate in the Activity and of the University allowing my participation in the Activity, and making available for my use while participating in the Activity, certain equipment, facilities, grounds or personnel of the University, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, voluntarily agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation to the Activity, and in any related activities undertaken, as a part of the Activity, and in advance release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, and any students acting in their capacity as University employees (hereafter called the "Releasees"), for 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 pain and suffering, death, or damage 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 activities related to the Activity, occurs or is being conducted.

3.0 I understand and agree that Releasees may not have medical personnel available at the location of the Activity. 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. Further, Releasees shall not be responsible or liable for any costs or other charges related to such medical treatment. I acknowledge that I am solely responsible, through insurance or otherwise, for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in the Activity. I hereby assume any and all such risk. I acknowledge that University does not provide insurance coverage for me.

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 or nation in which the Activity takes place. 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 Agreement shall bind the members of my family and spouse and my estate, family, heirs, administrators, personal representatives, and assigns 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 the Activity.

6.0 In signing this Agreement, I acknowledge and represent that I have fully informed myself of the content of this Agreement by reading it before I sign it, and I understand that I sign this Agreement 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 the Activity, despite the possible dangers and risks and despite the release in this Agreement and I understand that this Agreement shall be effective during the entire period of my participation in the Activity.

8.0 I warrant and represent 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 warrant and represent as follows: (a) that there are no health-related reasons or problems which preclude or restrict my participation in the Activity; (b) that I am of sufficiently good health, and medically able, to take part in the Activity; and (c) 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 Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its conflict or choice of law principles. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby. Acceptance of this Agreement by the University shall not constitute a waiver, in whole or in part, of sovereign immunity.

IN WITNESS WHEREOF, the following persons have executed this release this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THIS IS A RELEASE AND WAIVER OF SUBSTANTIAL LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND THE PROVISIONS IN THIS DOCUMENT BEFORE SIGNING.**

**PARTICIPANT:**

**WITNESS:**

\_\_\_\_\_  
**Signature (If 18 years or older)**

\_\_\_\_\_  
**Signature (Must be 18 years or older)**

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

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

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Parent or Legal Guardian Signature (if Participant is under age of 18)**

\_\_\_\_\_  
**Parent or Legal Guardian Printed Name (if Participant is under age of 18)**