

Office of Human Resources | Box 1040 | Edwardsville, IL 62026 | Phone: 618.650.2190 | Fax: 618.650.2696

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, & COVENANT NOT TO SUE
AGREEMENT**

(BINDING LEGAL DOCUMENT -- READ CAREFULLY BEFORE SIGNING)

I hereby acknowledge that my participation in the _____, hereinafter "Activity", sponsored and administered by Southern Illinois University Edwardsville's _____, involves an inherent risk of and exposure to property damage and bodily or personal injury to me as a participant and to others as participants. Dangers related to such activities may include but are not limited to: hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack, heat exhaustion, injuries associated with travel, and death. I acknowledge that I am aware that there are risks, hazards, and dangers inherent in the Activity and in the training, preparation for, and travel to and from the Activity. I further acknowledge that it is my sole responsibility to participate only in those activities for which I have the prerequisite skills, qualifications, preparations, and training for the Activity. I acknowledge that the Board of Trustees of Southern Illinois University governing Southern Illinois University Edwardsville and its members individually, and its officers, agents, and employees (hereinafter SIUE) do not warrant or guarantee in any respect the competency or mental or physical condition of any third party affiliated with the Activity, including third party leaders, instructors, vehicle drivers, or individual participants in the Activity. I further acknowledge that SIUE makes no warranty as to the condition, safety, or suitability of any equipment, vehicle, property, or premises for any purpose. 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 SIUE does not provide insurance coverage for me. For the sole consideration of SIUE arranging for and allowing my participation in the Activity, and in connection therewith, making available for my use while participating in the Activity, certain equipment, facilities, grounds, or personnel of SIUE, I hereby do for myself, my spouse, if applicable, my heirs, executors, administrators and assigns, agrees to waive liability, release, hold harmless, covenant not to sue, and forever discharge SIUE from any and all liability, claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, resulting from or in any way connected with my participation in the Activity whether caused by the ordinary, active or passive negligence of SIUE or otherwise, to the fullest extent provided by law. I understand and agree that SIUE does not have medical personnel available at the locations of the Activity; that SIUE is granted permission to authorize emergency medical treatment for me; that such action by SIUE shall be subject to the terms of this Agreement; and that SIUE assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I understand that acceptance of this signed *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement* by SIUE shall not constitute a waiver, in whole or in part, of sovereign immunity by SIUE; that it shall be effective during the entire period of my participation in the Activity; that it binds me and my heirs, executors, administrators, and assigns; that it shall be construed in accordance with the laws of Illinois; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.

I have read and understand this entire statement and have freely and voluntarily signed this Waiver & Release of Liability & Covenant Not To Sue Agreement. I warrant that I am over the age of 18 years.

Today's Date: _____

Signature of Participant

**Signature of Witness
(Must be 18 years or older)**