

WAIVER & RELEASE OF LIABILITY, & COVENANT NOT TO SUE

(BINDING LEGAL DOCUMENT — READ CAREFULLY BEFORE SIGNING)

I hereby acknowledge that my participation in _____ at the _____, hereinafter "Activity," sponsored and administered by Southern Illinois University Edwardsville's _____ on _____, 2017, involves an inherent risk of and exposure to property damage and bodily or personal injury to myself or to others. 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. 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 waive liability, release, and forever discharge 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 this Activity whether caused by the ordinary, active or passive negligence of SIUE or otherwise, to the fullest extent provided by law. I understand that acceptance of this signed Waiver & Release of Liability & Covenant Not To Sue Agreement by SIUE shall not constitute a waiver, in whole or in part, of sovereign immunity, if any, by SIUE. I further understand and agree that this Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement shall be effective during the entire period of my participation in the Activity and that it binds me and my heirs, executors, administrators, and assigns, as well as myself.

I have read, understand, and have freely and voluntarily signed this Waiver & Release of Liability & Covenant Not To Sue Agreement.

This the _____ day of _____, 2017.

Signature of Participant

Signature of Witness (Must be 18 years or older)

Date: _____

Date: _____