



WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE

(For Campus Activities only – *this form used if the participant is 18 years of age or older*)

Acknowledgment and Assumption of Risk

I am aware of the dangers and the risks to my person and property involved in participating in:
(list the activity) _____.

I understand that this activity involves certain risks for physical injury, including, but not limited to: Death, injury, serious neck and spinal injuries, paralysis, brain damage and injury to vital organs, bones, joints, muscles and tendons. I understand that it is important for my safety and the safety of others to follow all instructions of the coaches and staff. I agree that I am responsible for my conduct while I am participating at the activity.

I also understand that there are potential risks of which I may not presently be aware or which may presently be unknown. Because of the dangers of participating in this activity, I recognize the importance and agree to fully comply with the applicable laws, policies, rules, and regulations, and any supervisor's instructions regarding participation in this activity.

I understand that the University of North Dakota (University) does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the University has no responsibility or liability for injury resulting from this activity.

I voluntarily elect to participate in this activity with knowledge of danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.

Waiver of Liability and Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

a. waive, release, and discharge the University of North Dakota and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event; and

b. agree to defend, indemnify, and hold harmless the University of North Dakota, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participant's actions during this activity or event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Signature: _____ Date _____

Printed Name: _____ Date _____

Witness: _____ Date _____

Insurance Information: _____
(To be retained by originating department)