

HOLD HARMLESS, VOLUNTARY WAIVER, AND ASSUMPTION OF RISK FORM



AUBURN UNIVERSITY

EVENT INFORMATION

Event Name: _____

Date(s): _____ Time(s): _____

Location: _____

PARTICIPANT INFORMATION

Name of Participant: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Date of Birth: _____ Gender: M _____ F _____

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS COMPLETED AND SIGNED FORM MUST BE SUBMITTED BEFORE ANY PERSON IS ALLOWED TO PARTICIPATE IN THE ABOVE EVENT.

I, the undersigned, wish to voluntarily participate in the above referenced event (hereafter "Field Trip") on the dates and times as indicated above and, in consideration of the mutual covenants and conditions contained in this Agreement, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my participation in this Field Trip there are dangers, hazards and inherent risks to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. The dangers, hazards and risks may arise from my own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable. Participation in the Field Trip includes travel to and from the Field Trip. Therefore, I voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from this Field Trip.

I hereby release Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents (hereafter "Auburn") from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury that I may suffer while training, preparing, participating and/or traveling to or from the Field Trip. This agreement is binding on my heirs and assigns.

I furthermore release, indemnify and hold harmless Auburn from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I may suffer, for which I may be liable to any other person, that may or does arise out of my participation in the Field Trip. I understand that Auburn accepts no responsibility for my personal property. I agree to be accountable in all respects for my own conduct and all actions, claims and demands for damages, loss and injury which may arise as a result of my own conduct.

In the event of an accident or serious illness, I hereby authorize representatives of Auburn to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify Auburn from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I understand that Auburn does not provide any medical, dental or life insurance to cover bodily injury, illness or death; nor insurance for personal property damage or loss; nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance or financial resources to cover expenses related to these things.

I further acknowledge that if I drive my own vehicle, or am a passenger in another's private vehicle in connection with this Field Trip, that Auburn's auto insurance does not cover such a private vehicle. I also understand that the Auburn cannot be responsible for assuring the safety and reliability of such private transportation or driver, nor for any non-sponsored activities and travel that I choose to participate in before, during or after the Field Trip, and I therefore accept the risks and responsibilities associated with such private vehicle travel and activities.

This Agreement shall be governed by and construed under the laws of Alabama. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, damage or loss as a result of my participation in any part of the Field Trip, shall be brought only in Lee County, Alabama.

I, the undersigned have been given ample time to read and understand this Agreement, and fully accept its contents and conditions and agree to them by signing this Agreement voluntarily. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns. The information I have provided is disclosed accurately and truthfully.

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19

Participant Name: _____ Parent Name: _____ Date: _____

Participant Signature: _____ Parent Signature: _____ Date: _____