



SOUTHERN ADVENTIST UNIVERSITY

RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

Name _____ Southern ID# _____ Phone # (____) _____

Address _____

Type of Activity _____

Dates of Activity _____

It is my desire to participate in the above-identified activity. I understand that to the extent I have any medical or physical conditions which might create undue risk to others or myself. I must disclose such condition(s). In addition to being more exposed than usual to weather conditions, I understand I may be traveling in extreme environments. I understand that medical attention may be several hours or days away in case of emergency. I understand that Southern Adventist University (Southern) may require a physician's consent as a precondition for participation, depending upon the information provided.

1. Please list any physical disabilities, conditions, past injuries, or any other physical limitations you have which could limit your participation in any way _____

2. Please list any allergies or medical alert information _____

3. Person to contact in case of emergency

Name _____

Address _____

Home Phone (____) _____ Work Phone (____) _____

In consideration of accepting my participation in the activity above referenced, I hereby make the following contractual representations and agreements:

NOTICE: THIS WAIVER IS A CONTRACT WITH LEGAL CONSEQUENCES. READ IT CAREFULLY BEFORE SIGNING!

I FULLY REALIZE THE DANGERS OF PARTICIPATING IN AN EVENT OF THIS TYPE AND VOLUNTARILY ASSUME ALL THE RISKS ASSOCIATED WITH SUCH PARTICIPATION. I understand the risks include, by way of example and not limitation, the following: accidents that may happen while traveling in vehicles to event including provided transportation, car pools, bicycles, and walking; risks associated with riots, civil commotion, or disobedience, hijacking, kidnapping for ransom, risks associated with the preparation and eating of food and water; the dangers of falling from high places; possible failed rescue attempts; the danger of being lost in a wilderness area; the possibility of being exposed to extreme temperatures for long period and with limited food and comforts; sudden changes in weather; all dangers associated with water activities; property damage or loss and possibility of serious physical injury, pain, mental trauma, or death, with medical attention several hours to several days away.

I have read and understand the above. (INITIAL HERE) _____

I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the above named event. With these demands in mind, I state that unless identified above, I have no physical or medical condition which, to my knowledge, would endanger myself or others who are participating in this event, or which would interfere with my ability to participate in this event. I also agree to abide by any established rules or regulations while on this outing.

I have read and understand the above. (INITIAL HERE) _____

I hereby grant Southern and its representatives, permission to authorize emergency medical treatment for me, if necessary, and I understand and agree that Southern and its representatives assume no responsibilities for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

I have read and understand the above. (INITIAL HERE) _____

I represent and warrant that I am covered by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I may sustain or experience in connection with this activity, regardless of whether the illness or injury occurs at home or abroad. Furthermore, I hereby release and discharge Southern from any responsibility and liability for medical bills, charges or similar expense I may incur in connection with the above-identified activity.

I have read and understand the above. (INITIAL HERE) _____

I understand and agree that situations may arise during the event which may be beyond the control of the leaders or participants. I assume all risks related to my own conduct, the conduct of the person, entity, or agents conducting the activity, including but not limited to ordinary negligence, lack of supervision, and any product or service defect. I RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE, Southern Adventist University, its directors, officers, employees, agents or other participants. I HEREBY WAIVE ALL CLAIMS WHICH I HAVE NOW OR MAY HEREAFTER HAVE AGAINST THE ABOVE ORGANIZATION, ENTITIES, OR PERSONS, HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH MY PARTICIPATION IN THE EVENT.

I have read and understand the above. (INITIAL HERE) _____

I further agree that participation in this activity or any specific phase of this activity, or use of any equipment, will be at my own discretion and judgment based upon my own experience, and I will personally refrain from entering into or remaining in areas of the world which the United States Department of State deems unsafe or unsuitable for American travelers. I agree to stay in contact with the State Department so I can receive directions if circumstances change in the part of the world I have entered.

I have read and understand the above. (INITIAL HERE) _____

I agree, for myself and my successors, that the above representations and agreements are contractually binding and are not mere recitals. I agree that my failure or refusal to sign other such agreements or releases shall in no way affect the validity of this agreement nor revoke or cancel any of the terms of this agreement. I agree not to bring any suit in violation of this agreement. I, or any of my successors, shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against any such claim or suit. This agreement may not be modified orally.

I have read and understand the above. (INITIAL HERE) _____

I HAVE CAREFULLY READ THIS FORM AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AN AGREEMENT NOT TO SUE, AND A CONTRACT BETWEEN MYSELF AND SOUTHERN ADVENTIST UNIVERSITY, AND FOR THE BENEFIT OF OTHERS DESCRIBED HEREIN, I SIGN IT OF MY OWN FREE WILL.

I have read and understand the above. (INITIAL HERE) _____

If any word(s), phrase(s), or term(s) of this Liability Waiver and Assumption of Risk are declared invalid or unenforceable by any court for any reasons, the remaining words, phrases, and terms shall be valid and enforceable and construed as if the invalid or unenforceable word(s), phrase(s), or term(s) were deleted. This document shall be construed under the laws of the State of Tennessee.

I have read and understand the above. (INITIAL HERE) _____

PRINT NAME

DATE

Participant's Signature

PARENT OR GUARDIAN of a minor: I, as parent or guardian of the above-named minor, hereby give my permission for my child or ward to participate in the above named event, and further agree, individually and on behalf of my child or ward, to the terms of the above, specifically agreeing not to participate in any lawsuit against Southern Adventist University, its officers, directors, employees, and agents.

Print name of Parent or Legal Guardian

DATE

Signature of Parent or Legal Guardian