

LINDENWOOD UNIVERSITY

RELEASE, PARTICIPANT WAIVER, AND HOLD HARMLESS

AGREEMENT

(Standard – Adult)

1. This Release, Participant Waiver, and Hold Harmless Agreement (this “Release”) is executed as of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the “Participant”), in favor of Lindenwood University, a Missouri state-chartered corporation (together with its Board of Trustees, officers, agents, volunteers, other students, third parties, or employees, the “Releasees”).

2. The Participant desires that the Participant take part in activities related to \_\_\_\_\_ (the “Activity”). Participant certifies that he or she is over the age of 18 years old. In consideration for receiving permission to participate in the Activity, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Participant does hereby freely, voluntarily, and without duress release, waive, forever discharge, and hold harmless Releasees from any and all liabilities, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise with respect to Participant’s participation in the Activity, travel to and from the Activity, or while on the premises owned or leased by Releasees, including injuries sustained as a result of the negligence and future negligence of Releasees. Participant hereby certifies that Participant is able to participate in the Activity knows of no medical, physical, or mental, reason Participant should not participate. Participant is fully aware that there are inherent risks involved with the Activity, and chooses to voluntarily participate in Activity with full knowledge that said Activity may be hazardous to Participant and Participant’s property. Participant hereby voluntarily assumes the risk of injury, harm, or death with respect to the Activity and releases Releasees for all liability for injury, illness, death, or property damage resulting from Participant’s participation in the Activity. Participant further agrees to indemnify and hold harmless the Releasees for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of Participant’s participation in the Activity.

3. Participant hereby authorizes Releasees’ staff and other medical personnel to take any action deemed necessary in case of emergency medical situations. Participant acknowledges that Releasees may not maintain insurance covering circumstances arising from Participant’ participation in the Activity or any event related to that participation. As such, Participant is aware that he or she should review Participant’s personal insurance coverage and that Participant’s personal insurance will be used when appropriate and applicable.

4. It is the express intent of Participant that this document shall bind the members of Participant’s family and Participant’s spouse, if Participant is alive, and Participant’s heirs, assigns and personal representatives, if Participant is deceased.

5. In signing this Release, Participant acknowledges and represents that he or she

has read this Release, acknowledges that he or she has the right to review it with his or her own legal counsel, understands it, and signs it voluntarily as his or her own free act and deed. No oral representations, statements, or inducements apart from the foregoing agreement that has been

reduced to writing have been made with respect to the subject matter hereof. Participant executes this Release for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

6. Participant gives consent for Participant to be included in photographs, videos, slides, and movies taken by Releasees, students, and/or other news media with respect to Participant's participation in the Activity. Participant agrees and acknowledges that such pictures, video, and other media are the property of Releasees and might appear in promotional materials and publications.

7. All other terms notwithstanding, this Release does not release, and expressly excludes from its terms, claims, liabilities, or causes of action which are non-releasable under applicable state or federal laws.

IN WITNESS WHEREOF, Participant has executed this Release as of the date and year first above written.

**Event Name or Description of Activity**

\_\_\_\_\_

**Date of Event or Activity**

\_\_\_\_\_

**Participant**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

**Emergency Contact**

Name \_\_\_\_\_

Relationship to Participant \_\_\_\_\_

Phone \_\_\_\_\_

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Standard Liability Waiver – Adult

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