

UNIVERSITY OF MOUNT UNION

RELEASE, HOLD HARMLESS & INDEMNIFICATION AGREEMENT

The undersigned, _____ (hereinafter the "Participant"), or, if the Participant is a minor under the age of 18 years, the parent(s) and natural guardian(s) or legal guardian(s) of the Participant, does hereby acknowledge the following:

- (1) The Participant will be participating in (hereinafter the "Activity"):

(Name of event)

to be sponsored or provided by or otherwise affiliated with University of Mount Union (hereinafter the "University") during the period of (hereinafter the "Activity Term"):

(Date(s) of event)

- (2) The University, its agents or employees may offer transportation to and from locations outside of the University's campus in conjunction with the Activity;

- (3) The Participant's participation in the Activity and/or access to, use of or participation with the transportation offered by the University, its agents or employees exposes the Participant to certain dangers, hazards, and risks of harm to the Participant's person and property, of which the undersigned has knowledge, awareness and understanding and, by participating in the Activity, the Participant voluntarily assumes such risks of injury or personal property loss and is responsible for exercising care for the Participant's own safety and personal property protection;

- (4) The University owes the Participant no duty whatsoever, including, without limitation, to warn of dangers present on the University's campus or in its facilities or at the location or in the facilities in which the Activity shall be located, to make the University's campus or its facilities or the location or facilities in which the Activity shall be located reasonably safe, or to take any other action or to refrain from any action to enable the Participant to avoid injury or other losses.

IN CONSIDERATION of being permitted to participate in the Activity, the Participant or, if the Participant is a minor under the age of 18 years, the parent(s) and natural guardian(s) or legal guardian(s) of the Participant, does for the Participant, his/her heirs and personal representatives hereby agree to the following:

- (a) Release, discharge and forgive the University, its trustees, officers, agents, and employees and all sponsors and its/their shareholders, directors, officers, employees and agents (including instructors and counselors of the Activity) including, but not limited to:

(Specifically name sponsors)

and to indemnify and hold harmless each such individual and entity from and defend against any and all claim, demand or cause of action whatsoever, including attorneys' fees and court costs, arising out of any personal injury, property damage or death to the Participant or any other person or entity arising out of and/or resulting from the participation of the Participant in the Activity and/or the Participant's access to, use of, or participation with the transportation offered by the University, its agents or employees;

- (b) Waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the Participant or, if the Participant is a minor under the age of 18 years, the parent(s) and natural guardian(s) or legal guardian(s) of the Participant, do not know of or suspect to exist at the time of executing this Release;

- (c) Agree that if the Participant or the Participant's heirs or personal representatives file a lawsuit or otherwise present claims due to injuries or losses resultant, or any way connected with, the Participant's participation in or involvement with the Activity and/ or the Participant's access to, use of, or participation with the transportation offered by the University, its agents or employees, that such claims shall be immediately dismissed upon the presentation of this Release to the court.

- (d) Acknowledge that the use or possession of any personal property is at the sole risk of the Participant and neither the University nor its insurer shall have any liability for the loss, theft, or damage of personal property.

If executing on behalf of a minor Participant, the undersigned represents and acknowledges that he/she has full authority to enter into the within agreement and to bind the undersigned and the minor Participant.

The undersigned attests that the Participant has no physical condition that would in any way limit the ability of the participant to engage in the Activity and anything involved in the Activity. The undersigned further attests that it has disclosed, in writing, to the University any and all medical conditions or limitations afflicting the Participant, recognizing that (i) the University and/or the sponsor of the Activity reserves the right to reject the Participant in appropriate situations; and (ii) regardless of whether the University and/or the sponsor so rejects the Participant, neither the University nor the Sponsor has any responsibility to determine whether the Participant has any medical condition or limitation that would in any way limit the ability of the Participant to engage in the Activity and/or to determine whether any disclosed medical condition or limitation would limit the ability of the Participant to engage in the Activity or would present a risk of serious physical harm or death to the Participant.

By signing this Release, the undersigned hereby certifies that he/she has read the foregoing Release, that he/she have been fully advised by his/her legal counsel with respect to this release (or having been advised of his/her right to counsel, have knowingly waived his/her right to counsel), that he/she knows and understands the contents thereof, and that he/she has signed the same as his/her free act and deed.

Signed at _____, _____ [city, state], this _____ day of _____, 20____.

Signed in the presence of:

[witness signature]

[type or print name]

[signature]

[type or print name]