**AGREEMENT AND RELEASE OF LIABILITY**

This release executed by the Undersigned on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Participant] with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant”) to Ohio University, Athens, Ohio (the “University”). The term, “Participant,” is used in this Agreement as pertaining to: (i) if Participant is of majority age, it refers only to Participant; (ii) if Participant is not of majority age, Participant refers to Participant and Participant’s Parent or Guardian (the “Undersigned”).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[THIRD PARTY COMPANY NAME], a third party, is organizing and operating \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[NAME OF PROGRAM] (“Program”) on the campus of Ohio University and making it available for participation by Participant and others, and in consideration the Participant agrees as follows:

1. Participant wishes to participate in the Program in \_\_\_\_\_, Ohio from \_\_\_\_\_\_\_\_\_, 2020 through \_\_\_\_\_\_\_\_, 2020.

1. The Participant acknowledges that the Participant will participate in activities on and off of University’s \_\_\_\_\_\_ campus, including, but not limited to: [INSERT ALL THE ACTIVITIES THEY WILL PARTICIPATE IN] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ADD IN THIS LANGUAGE IF A RECREATIONAL PROGRAM - Activities involve strenuous exertions of strength using various muscle groups, some involve quick movements using speed and change of direction, some involve other participants or instructors, and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from: minor injuries such as scratches, bruises and sprains; to major injuries such a broken/fractured bone, eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to catastrophic injuries including paralysis and death,] attending educational sessions in a University building(s), staying in a residence hall, dining in University dining halls, traversing the campus, etc. (“activities.”)
2. The Participant understands that University is not organizing or operating the Program and agrees that the state of Ohio, University, Board of Trustees, officers, agents, employees, invitees, volunteers, and students: (i) are not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may occur including, but not limited to, by the defect of any vehicle or building or the negligence or default of any company or person engaged in providing or performing any of the services involved in this Program; (ii) are not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; (iii) are not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therein; (iv) assume no liability whatsoever for any loss, damages, destruction or theft or the like to Participant’s luggage or personal belongings and that Participant has retained adequate insurance or has sufficient funds to replace such belongings and the Participant will hold the University harmless therefrom.
3. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program, the Undersigned, on behalf of Participant, Participant's family, heirs, and personal representative(s), agrees to assume all the risks and responsibilities surrounding Participant's participation in the Program, the transportation, and in any activities undertaken as an adjunct thereto, and in advance releases, forever discharges, waives, and covenants not to sue the University, Board of Trustees, officers, agents, employees, invitees, volunteers, and students (“the University and its Agents”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the University or its Agents, or otherwise, while in, on, upon, or in transit to or from the Program or any activity adjunct to the Program.
4. The Undersigned assures the University of Participant having consulted with a medical doctor with regard to Participant's personal medical needs such that the Undersigned can and does further state that there are no health-related reasons or problems which preclude or restrict Participant's participation in the Program. The Undersigned further acknowledges that the third-party Program provider is responsible for the wellbeing of Participant including but not limited to the medical needs of Participant. The Undersigned hereby releases the University for any liability for any medical decisions or actions and from all medical and transportation expenses incurred on behalf of or for the benefit of Participant.
5. The Participant agrees to respect and abide by the laws of the location(s) of the Program and any other location traveled. Participant agrees to review in advance of the Program, respect and abide by University’s Student Code of Conduct which is incorporated herein in addition to any other rules provided to the participants at or before the Program, written or oral. The Participant further agrees to accept corrective actions up to and including termination of participation in the Program if Participant’s conduct is determined to be detrimental to the best interest of the Participant, other participants, the Program or University. Participant acknowledges and agrees that he/she may be required to leave the University and therefore the Program at the discretion of the University. The Participant also may be required to leave the University for medical reasons. If asked to leave for any reason, the Participant agrees to immediately leave campus or if Participant is a minor, the Undersigned will take immediate action to travel to the University and to take Participant from campus or will make arrangements for the Participant to immediately and safely leave campus.
6. The Undersigned hereby grants permission for the Participant to participate fully in the Program’s residential component of staying in a University residence hall, if applicable.
7. The Undersigned further agrees that this Agreement shall be construed in accordance with the laws of the State of Ohio, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING. IF PARTICIPANT IS A MINOR UNDER THE AGE OF 18 YEARS OLD, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW.**

I have read the above terms of this Agreement and Release of Liability, and I understand and voluntarily agree to the terms and conditions. This Agreement and Release of Liability shall be binding upon the heirs, administrators, executors, and assigns of the Participant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Signature Date

As a parent/guardian on behalf of the above-named minor, I have read the above Agreement and Release of Liability and I understand and agree to the terms and conditions stated herein. I further indemnify and hold harmless the state of Ohio, Ohio University, its Board of Trustees, officers, agents, employees, invitees, volunteers, and students for any action brought against the state of Ohio, Ohio University, its Board of Trustees, employees, agents, and volunteers by the above-named Participant, including but not limited to an action brought by him or her upon reaching the age of majority. I warrant that I am authorized to execute this document on behalf of the above-named minor.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature Date Minor’s Date of Birth

For Office Use Only: Date of Activity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ + 3 Years = Date of Destruction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Child Turns 18 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ + 3 Years = Date of Destruction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (For Minors)