NEVER2YOUNG®

INDIANA WESLEYAN UNIVERSITY NEVER2YOUNG 2014

VOLUNTARY RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS ("Release")

IMPORTANT NOTICE: BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE INDIANA WESLEYAN UNIVERSITY (IWU). PLEASE READ CAREFULLY.

Name of Participant (please print): _____ Date of Birth: ____/____/_____
Phone Number: _____

Emergency Contact: _____ Relationship: _____
Phone Number: _____

DISCLAIMER

Indiana Wesleyan University, its officers, directors, employees, volunteers, members and representatives (hereafter referred to as "the University") are not responsible for any injury, loss, or damage sustained by any person, which may result from or be related to participating in NEVER2YOUNG 2014 and all associated activities (hereafter referred to as "Activities"), irrespective of the cause of such injury and whether such cause is alleged to be the fault of the University. Such Activities include, but are not limited to swimming, diving, artificial climbing wall, inflatable games, walley-ball, soccer, basketball, dodgeball, racquetball, carpetball, running, jumping, sliding, walking and use of related equipment.

ASSUMPTION OF RISKS

In consideration of my participation in these Activities, I acknowledge that I am aware of the risks of harm to myself and my property, both from known risks and unanticipated risks, while participating in or traveling to or from the Activities. I participate in the Activities willingly, voluntarily and in reliance, not upon the property, equipment, facilities and existing conditions furnished by the University or others, but upon my own judgment and ability, and I thereby assume all risk of loss, damage or injury (including death) to myself and my property from any cause whatsoever and whether or not attributable to the negligence of others.

_____
INITIALS

These Activities involve inherent risks. These risks could result in bodily injury including burns, slips and falls, injury to muscles and joints, broken bones, head or neck injuries, lost wages, loss of services, emotional distress, sickness, drowning, disease, dismemberment, death and any other foreseen or unforeseen damages.

_____
INITIALS

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the University allowing me to voluntarily participate in these Activities, I agree:

1. TO FOREVER RELEASE, ACQUIT AND FOREVER DISCHARGE AND RELEASE THE UNIVERSITY, AND TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participating in the Activities, even though such risks may be alleged to have been caused by the actions, including negligence, of the University.

INITIALS _____

2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE which I might sustain while participating in the Activities, even though such injury, loss, or damage may have been alleged to have been caused by the actions of the University, including, but not limited to, negligence.

INITIALS _____

3. TO INDEMNIFY AND HOLD THE UNIVERSITY FREE AND HARMLESS from any claims, actions, causes of actions or demands of any kind asserted by the undersigned or by any third parties for any injuries or damages which may arise from participating in the Activities.

INITIALS _____

PARTICIPANT DECLARATIONS

I affirm that I have the requisite skills and abilities to safely participate in the Activities. I do hereby declare myself to be physically and mentally sound and suffering from no condition, impairment, disease or other illness that would prevent or inhibit my participation in these Activities. Any equipment I supply is in good condition, order, and repair, and is fit for and will be used for its intended purpose. If I believe that a materially unsafe condition exists, I will report the condition to an official, and cease participation in the activity until that condition is resolved. I certify that I have adequate insurance to cover injury or damage, including damage to or loss of personal items, that I may cause or suffer while participating in these Activities, or else I agree to bear the cost of such injury, damage or loss myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I consent to the provision of emergency medical treatment to the extent that the treatment is necessary in the opinion of a medical professional.

ACKNOWLEDGMENT

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives in the event of my death or incapacity.
In consideration that the participant is a Minor, this Release remains in full force and effect and that by signing this Release, I affirm that I am the legal guardian of the Minor and agree and consent to this Release on behalf of said Minor.

Signature of Participant (if 18 years of age or over)_____ Date_____

Printed Name of Guardian/Parent (if Participant is under 18 years of age)_____

Signature of Guardian/Parent (if Participant is under 18 years of age)_____