

Willamette University
Waiver of Liability, Indemnity Agreement, & Assumption of Risk

Waiver: In consideration of permission to participate, the property, facilities and services of the Willamette University, I, on behalf of myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge, and covenant not to sue** Willamette University, its directors, officers, employees, student volunteers, independent contractors, administration, or trustees from liability **from any and all claims arising from negligence of any kind or nature of** Willamette University, or any of the aforementioned parties. This Waiver of Liability, Indemnity Agreement, & Assumption of Risk also applies to personal injury, including paralysis or death, from accidents or illness arising from participating in Willamette University activities including, but not limited to, organized activities, classes, observation, service projects, and individual use of facilities, premises, or equipment; and to any and all claims resulting from the damage to, loss of, or theft of property. I shall comply with all applicable laws and all policies of Willamette University, including its travel, alcohol and drug-free policies, while participating with Willamette University. If my participation is at any time deemed detrimental to Willamette University or its other participants, as determined by Willamette University in its sole discretion, I understand that (i) I may be expelled without Willamette University incurring any liability, and (ii) I may be subject to further disciplinary action by Willamette University.

Indemnification and Hold Harmless: I also agree to HOLD HARMLESS AND INDEMNIFY Willamette University from all claims resulting from its negligence of any kind or nature and to reimburse them for any expenses incurred as a result of my involvement with the Willamette University. I further agree to pay all costs and attorneys' fees incurred by Willamette University in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Willamette University is not responsible for the injury or loss.

Severability & Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Marion County, Oregon.

Acknowledgement of Understanding: I have read this waiver of liability and indemnification agreement and assumption of risk and fully understand its terms. I understand that I am giving up substantial rights, including my right to compensation for injury. I acknowledge that I am signing the agreement voluntarily, and intend my signature to be a complete and unconditional release of all liability for negligence of any kind or nature to the greatest extent allowed by law in the State of Oregon.

Assumption of Risks: Participating, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but in each activity the risks range from minor injuries such as scratches, scrapes, insect bites and stings, bruises and sprains to major injuries such as loss of sight, joint or back injuries, skeletal breaks, tissue tears, burns, concussions, and heart attacks to catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know the nature of the activities within this activity I am participating in, and I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries which may occur as a result of activities made possible by Willamette University. I further state that I do not possess any health problems or physical limitations that I or my doctor feel would restrict my active participation or affect the safety of others in these activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Acknowledgement of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks of participating in or observing activities from Willamette University to the greatest extent allowed by law in the State of Oregon.

Signature of Participant

Date

Printed Name of Participant