

## **RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, am a student at Illinois Wesleyan University (the "University"). I have agreed to participate in the University's May Term 2012 Course entitled \_\_\_\_\_ (the "Program"). My participation in the Program is wholly and completely voluntary. As a condition of participating in the Program and in consideration of the University allowing my participation in the Program, I hereby agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, acquit and forever discharge the University, and its employees, agents, officers, trustees and representatives (in their official and individual capacities), from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property, or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from or occur during, or are connected in any manner whatsoever with, my participation in the Program and/or any travel incidental thereto, wherever, whenever, or however the same may occur.

2. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, losses, damages, judgments or expenses, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions or causes of action that arise out of, occur during, or are in any way connected with my participation in the Program and/or any travel incidental thereto, wherever, whenever, or however the same may occur.

3. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby knowingly and voluntarily assume all risk from any and all liability, losses, damages, judgments or expenses, including attorneys' fees associated with my participation in the Program, and for all matters related thereto, including, but not limited to: delays, changes, cancellations or substitutions of travel arrangements (specifically including flight and hotel accommodations) for any reason whatsoever, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, accident, disease, injury (including death), property damage (including lost or stolen luggage), weather, strikes, acts of God, natural disasters, force majeure, war (whether formally declared or not), quarantine, civil unrest, civil war, public health risks, criminal activity, terrorism, or any circumstance or event beyond the control of the University

4. I understand that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and I agree that if any portion is held invalid, the remainder of this agreement will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in McLean County, Illinois.

5. I affirm that I am of legal age, or if not, that I have secured below the signature of my parent or guardian as well as my own, and am freely signing this agreement. I have read this entire agreement and fully understand that by signing this agreement, I am knowingly and voluntarily giving up substantial legal rights and remedies which may be available to me as against the University. I further understand and acknowledge that prior to signing this Release, Assumption of Risk and Indemnification Agreement I have the right to consult with the advisor, counselor, or attorney of my choice. I understand that this agreement is a binding legal document.

### **CAUTION: READ THIS AGREEMENT CAREFULLY BEFORE SIGNING:**

\_\_\_\_\_  
(Signature of Student)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Parent/Guardian  
if Student is under the age of 18)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Primary Emergency Contact Name)

\_\_\_\_\_  
(Contact Phone Number)