

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK

I, (or hereinafter on behalf of my minor child) \_\_\_\_\_ (“Participant”), hereby acknowledge that Participant has voluntarily elected to enroll in the \_\_\_\_\_ (“Program”), to be held in and around Illinois Wesleyan University, Bloomington, IL, from \_\_\_\_\_ to \_\_\_\_\_. I further understand that if Participant is a minor, then I, as his or her parent or legal guardian must agree to all of the conditions set forth below on behalf of the minor even where the language is specifically directed to Participant. **In consideration for being permitted by Illinois Wesleyan University (“IWU”) to participate in the Program, I hereby acknowledge and agree to the following:**

**PROMOTIONAL RIGHTS:** As a condition of my participation, I hereby grant IWU the right to use my likeness and audio recording in a video or other digital media for use by IWU for any advertising, marketing or promotional purposes, without payment or other consideration. I understand and agree that all videos and digital media will become the property of IWU. I hereby irrevocably authorize IWU to edit, alter, copy, exhibit, publish, or distribute these videos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product in which I am featured. Additionally, I waive any right to royalties or other compensation arising or related to the use of the video.

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with IWU policies and procedures, including the IWU Policy and Regulations located at <https://www.iwu.edu/judicial/handbook/StudentHandbookPolicies.html>. I further agree to abide by all the rules and requirements of the Program and the rules listed in Program documents and those addressed at Program introduction. I acknowledge that IWU has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or at IWU’s discretion.

**ASSUMPTION OF RISK:** I understand and acknowledge that there are potential dangers incidental to my participation in the Program, including risks of damage, bodily injury and possibly death as described throughout this Agreement. The risks may result from the activity itself, from the acts of others, from use of the equipment or organization of or unavailability of emergency medical care. I understand that there are risks attendant to physical activities associated with the Program and that there are potential dangers which may expose me to the risk of personal injuries, damage, or even death. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that additional potential risks include, but are not limited to: travel to and from IWU via private vehicles, common carriers, and/or IWU-owned vehicles, local transportation to and from program activities, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees (as defined herein), and that there may be other risks not known to me or not reasonably foreseeable at this time. **I, INDIVIDUALLY, AND ON BEHALF OF MY HEIRS SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES, KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS OF MY PARTICIPATION IN THE PROGRAM AND FOR ALL MATTERS RELATED THERETO, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THE RISKS ARISE FROM THE RELEASEES’ GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE PROGRAM.**

**RELEASE AND WAIVER OF LIABILITY: I, INDIVIDUALLY, AND ON BEHALF OF MY HEIRS SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE IWU** including its governing board, trustees, officers, employees (in their official and individual capacities), and any students, agents or volunteers acting at IWU’s direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

**CHOICE OF LAW/VENUE:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Illinois. If there is any suit, claim, action or proceeding arising out of or relating to this Agreement, Participant expressly agrees that jurisdiction and venue shall be properly fixed in the State or Federal Courts of McLean County, Illinois.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**CAUTION: READ THIS FORM CAREFULLY BEFORE SIGNING**

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Participant)

**Signature of Parent/Guardian for Participants Who Are Minors:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY AS WELL AS AN ASSUMPTION OF RISK.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

**Received by:**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Institution Official)