



AUTHORIZATION TO PARTICIPATE – WAIVER, RELEASE AND INDEMNIFICATION FORM

Activity/Event: _____ Date(s) of Activity/Event: _____

As a participant in Upper Iowa University's educational programs, I recognize and acknowledge the risks associated with participating in this scheduled Activity/Event ("Activity"), which include but are not limited to physical or psychological injury, pain and suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inactions, or negligence, or the condition of the Activity location(s). **Nonetheless, I agree to assume all risks, both known and unknown to me, of my participation in this Activity.**

I certify that I am physically fit, have sufficiently prepared or trained for participation in the Activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this Activity. I am aware and understand that I should carry my own health insurance.

I acknowledge that this Authorization to Participate and Waiver, Release, and Indemnification Form will be used by the event holders, sponsors, and organizers of the Activity, and that it will govern my actions and responsibilities at this Activity.

In consideration of my application and permitting me to participate in this Activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- A. **I agree to waive and relinquish any and all claims** I may have against Upper Iowa University and all of its trustees, officers, agents, administrators, faculty, employees, and volunteers (collectively "University") as a result of my participation in the Activity.
- B. **I release from all liability and promise not to sue** the University for any and all claims, including claims of the University's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in the Activity.
- C. **I agree to hold the University harmless from any and all claims**, including attorney's fees or damage to my personal property that may occur as a result of my participation in the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any cost incurred as a result of such treatment.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this Activity.

I agree this Authorization to Participate and Waiver, Release, and Indemnification Form is to be construed under the laws of the State of Iowa; shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law; and that if any portion hereof is held invalid, the balance thereof shall notwithstanding, continue in full legal force and effect.

I CERTIFY THAT I AM 18 YEARS OLD OR OLDER, AND IN SIGNING THIS DOCUMENT I HEREBY ACKNOWLEDGE THAT: (1) I HAVE READ THIS ENTIRE AGREEMENT; (2) I UNDERSTAND ITS TERMS; (3) BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS I MIGHT OTHERWISE HAVE; AND (4) I HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Student Signature: _____

Date: _____

Print Student Name: _____

Age: _____

IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE HAVE YOUR PARENT/GUARDIAN SIGN BELOW.

I, _____, the undersigned parent and/or natural guardian of _____, grant permission for his/her participation in the Activity. I understand that the Activity is potentially hazardous and certain risks are involved with this Activity. These potential hazards include injuries arising from other's actions, inactions, or negligence, or the condition of the Activity location(s). I hereby consent that the University may provide medical treatment for my child or ward which may be deemed advisable in the event of injury, accident, and/or illness during this Activity. I further agree that participation in this Activity is entirely voluntary and I agree that I will not hold the University liable for any accident.

Student Life