**Western Oregon University**

**\_\_(Event Name)\_\_\_ Participant**

**Informed Consent, Release,**

**and Indemnification Agreement**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Student Name) in consideration of my voluntary participation in the Western Oregon University (Program Name) (“Program”) and all Program events and activities, including (Program Details) on the Western Oregon University campus, do hereby assume full responsibility for all risk of injury or loss which may result from my participation in the Program. I further agree to comply with all applicable rules of the Program.

Specifically, I agree to follow safety and other instructions provided by WOU and Program staff, operate and use equipment, tools, materials in a proper and safe manner, use WOU facilities in accordance with Program and WOU policies governing the use of those facilities, and immediately report any defective equipment, unsafe acts or dangerous conditions to Program staff. I further acknowledge and agree that I share responsibility for my safety and the safety of other Program participants, and I will not engage in conduct that puts anyone’s safety at risk. **I understand that WOU may rescind my participation in the Program at any time should WOU determine, in its sole discretion, that I have violated Program rules, failed to comply with safety or other instructions, or that my actions or behavior have endangered me, other participants, Program staff, or the public.**

I understand that there are risks and dangers inherent with my participation in the Program including, but not limited to, possible property damage, personal injury or death. Understanding this, to the best of my knowledge, I have no medical, physical, mental or emotional health conditions that would hinder my participation in the Program.

I agree, in consideration of my voluntary participation in the Program, to hold harmless, release, and forever discharge the State of Oregon, the Western Oregon University Board of Trustees, Western Oregon University, and the Public Universities Risk Management and Insurance Trust (PURMIT), their officers, agents and employees from any and all claims and demands whatsoever which I or any third party may have against them by reason of any accident, injury, or death, or damage to, or loss of, or destruction of property arising or resulting directly or indirectly from my participation in the Program.

I further agree that the provisions of this Informed Consent, Release and Indemnification Agreement are effective and binding upon my heirs, executors, administrators, successors, beneficiaries, and assigns and shall inure to the benefit of the State of Oregon, the Western Oregon University Board of Trustees, Western Oregon University, and the Public Universities Risk Management and Insurance Trust (PURMIT), and their officers, agents and employees.

I agree that this Informed Consent, Release and Indemnification Agreement shall be construed in accordance with the laws of the State of Oregon and that venue for any legal proceedings arising out of this Agreement shall be in Oregon. If any term of provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

**I HAVE CAREFULLY READ THIS AGREMEENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR THE INJURY OR DEATH OF ME OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATION IN THE PROGRAM, AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH TO ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY ANY NEGLIENT OR INTENTIONAL ACT OR OMISSION.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Name (Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian Name (Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

WOU Liability Release Agreement.doc

­­­­­­­­­­