

ASSUMPTION OF RISK AND RELEASE, WAIVER, DISCHARGE, INDEMNITY, AND
COVENANT NOT TO SUE ON BEHALF OF MINORITY AGE PARTICIPANT
IN the *Experiential Team Building Program*
(institutional activity)

This is a legally binding Assumption of Risk and Release, Waiver, Discharge, Indemnity, and Covenant Not to Sue on Behalf of Minority-Age Participant (referred to as the "Release") executed on behalf of:

_____ whose address is _____,
(full legal name of minority-age participant)

by _____
(full legal name and address of participant's parent or guardian and relationship to institution)

to **Ferris State University, 401 S. State, Big Rapids, MI, 49307** (referred to as the "University").

- 1.0 I/We, the undersigned, request that _____ (referred to as the "Participant") be granted permission to participate in the Experiential Team Building Program (referred to as the "Activity"). I/We fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in any transportation to and from the Activity, and in any independent research or activities the Participant may undertake as an adjunct to the Activity, which dangers include, but are not limited to field games; low elements a few feet high that are constructed of rope, cable, and wood; high elements that require safety equipment; rockclimbing; backpacking and camping in all seasons; canoeing and kayaking; Nordic skiing, map and compass and general outdoor activities [if necessary, describe in more detail in the attached], and which also could include serious or even mortal injury and property damage (referred to as the "dangers and risks"). I/We further attest that we have fully considered/discussed the aforementioned dangers and risks, and relying on our own judgment, have voluntarily chosen to allow my/our child to participate and assume all such dangers and risks.
- 2.0 Knowing the dangers and risks of the Activity, and in consideration of the Participant being permitted to participate in the Activity, I/we on behalf of myself/ourselves, my/our spouse(s), the Participant, the Participant's family, estate, heir, administrator(s), personal representative(s), and assigns, do release, waive, forever discharge, and covenant no to sue the University, its governing board, officers, agents, employees, and any students acting as employees and/or volunteers (referred to as the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant and/or me/us, whether caused by the negligence or carelessness of the Releasees, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted. It is specifically understood and agreed that this Release is a full, complete and general Release, and that it is intended to be as broad and inclusive as permitted by law.
- 3.0 I/We understand and agree that Releasees may not have medical personnel available at the location of the Activity or on the campus. I/We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I/We understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
- 4.0 It is my/our express intent that this Release shall bind the members of Participant's family, if Participant is alive, and Participant's family, estate, heirs, administrator(s), personal representative(s), or assigns, if Participant is deceased, and shall be deemed as a "Release, Waiver, Discharge, and Covenant Not to Sue" the above named Releasees. I/We further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me/us. Participant, or Participant's family, estate, heirs, administrator(s), personal representative(s) or assigns, arising out of Participant's participation in the Activity.

CAUTION: READ BEFORE SIGNING

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE TERMS OF THIS COMPREHENSIVE "ASSUMPTION OF RISK AND RELEASE, WAIVER, DISCHARGE, INDEMNITY, AND COVENANT NOT TO SUE FOR ADULT PARTICIPANT IN THE INSTITUTIONAL ACTIVITY"; THAT I UNDERSTAND ITS CONTENTS AND CONSEQUENCES; THAT THE ONLY PROMISES MADE TO ME TO SIGN THIS COMPREHENSIVE RELEASE ARE THOSE STATED HEREIN; THAT I HAVE BEEN GIVEN SUFFICIENT TIME TO REVIEW THE RELEASE; AND THAT I AM SIGNING IT KNOWINGLY AND VOLUNTARILY, WITHOUT COERSION, AND WITH THE FULL INTENT OF BEING BOUND BY ITS TERMS.

ADULT/STUDENT PARTICIPANT

WITNESS

(signature)

Date: _____

(printed name)

(signature)

Date: _____

(printed name)