

**ASSUMPTION OF RISK AND RELEASE, WAIVER, DISCHARGE,
INDEMNITY AND COVENANT NOT TO SUE FOR ADULT PARTICIPANT**
IN _____
(institutional activity)

This is a legally binding Assumption of Risk and Release, Waiver, Discharge, Indemnity and Covenant Not to Sue (referred to as the "Release") executed by _____, whose address is _____, to _____, to **Ferris State University, 901 S. State Street, Big Rapids, MI 49307** (referred to as the "University").

- 1.0 I, the undersigned, am 18 years of age and otherwise fully competent to execute this Release, desire to participate in the _____ (hereinafter "Activity"). I 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 I undertake as an adjunct to the Activity, which dangers include but are not limited to _____ [if necessary, described in more detail in the attached], and which also could include serious or even mortal injuries and property damage (referred to as the "dangers and risks"). I further attest that I have fully considered the aforementioned dangers and risks, and relying on my own judgment, I have voluntarily chosen to participate and assume all such dangers and risks.
- 2.0 Knowing the dangers and risks of the Activity, and in consideration of being permitted to participate in the Activity, I, on behalf of myself, my spouse, family, heirs, administrator(s), personal representative(s), and assigns agree to assume all the risks and responsibilities surrounding my participation in the Activity, and release, waive, forever discharge, and covenant not 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 that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while I am 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.
- 3.0 I understand and agree that Releasees may not have medical personnel available at the location of the Activity or on the campus. I 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 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 express intent that this Release shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my spouse, family, estate, heirs, administrator(s), personal representative(s), or assigns arising out of my participation in the Activity.
- 5.0 I state that there are no health-related reasons or problems which preclude or restrict my participation in this Activity (other than those restrictions which have been previously disclosed pursuant to a previous request for reasonable accommodations for this Activity), and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.
- 6.0 I agree that this Release shall be construed in accordance with the laws of the State of Michigan, which shall be the forum for any disputes or lawsuits arising from or incident to this Release. If any term or provision of this Release shall for any reason be held invalid, illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby, but shall continue in full legal force and effect.

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 THIS RELEASE; AND THAT I AM SIGNING IT KNOWINGLY AND VOLUNTARILY, WITHOUT ANY COERSION, AND WITH THE FULL INTENT OF BEING BOUND BY ITS TERMS.

ADULT STUDENT/PARTICIPANT:

WITNESS:

(Signature)

Date: _____

(Signature)

Date: _____

(Printed Name)

(Printed Name)

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