

## INDIANA UNIVERSITY OF PENNSYLVANIA

### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of being permitted to participate in any way in Description of Class or Activity including date(s): hereinafter called “the Activity,” the undersigned, for himself/herself, his/her heirs, personal representatives or assigns, **does hereby release, waive, discharge, and covenant not to sue** Indiana University of Pennsylvania, or the State System of Higher Education, part of the Commonwealth of Pennsylvania, or their officers, employees, and agents **from liability from any and all claims including the negligence of Indiana University of Pennsylvania, its officers, employees or agents,** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activity.

The undersigned understands the description of the Activity above may be changed without notice and that Indiana University of Pennsylvania will provide no compensation for any expenses or losses incurred due those changes.

**Assumption of Risks:** Participation in the Activity may involve travel or other activities that carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries.

**Health Care Authorization:** The undersigned hereby authorizes Indiana University of Pennsylvania and its employees and agents to perform any acts which may be necessary or proper to provide emergency health care to a participant in the Activity in the event the parent/guardian and/or emergency contact cannot be reached. This authorization includes consent to and authorization of medical procedures by qualified, licensed physicians, dentists, hospital or other emergency medical personnel, as they, in the exercise of their profession and in their sole discretion, may deem necessary. The undersigned understands that (s)he is responsible for all costs and expenses of such medical treatment.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Indiana University of Pennsylvania and the State System of Higher Education HARMLESS from

any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and will be interpreted under such and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue to full legal force and effect.

**Acknowledgement of Understanding:** The undersigned has read this waiver of liability, assumption of risk, and indemnity agreement, fully understands its terms, and acknowledges and understands that substantial rights are being given up, including the right to sue. The undersigned acknowledges that he/she is signing the agreement freely and voluntarily, he/she is assuming all risks voluntarily and intends by his/her signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law.