

SAMPLE ASSUMPTION OF RISK & RELEASE

[FILL IN EVENT]

[FILL IN DATE OF EVENT]

This Agreement must be completed in order to participate in the activities associated with the [fill in event name] to be held on [fill in event date] on the ESU campus.

I, the undersigned, am familiar with the nature of the activities that will take place in the **[event name]** (hereinafter referred to as the "event") and I desire to participate in this event. I hereby acknowledge that my participation in this event is voluntary.

I recognize that there are foreseeable and unforeseeable risks and hazards directly or inherently involved in my participation in this event and that the event sponsors have no control over such dangers and they make no representations of safety. I further acknowledge that I have full knowledge of the facts and circumstances associated with my participation in this event. If I choose to participate in this event, I voluntarily assume all responsibility and risk, including but not limited to all risk of loss of limb or life; physical and emotional injuries; serious illness such as infectious and non-infectious diseases and/or conditions arising from my participation in this event or associated with developing or pre-existing conditions, accidents, property damage, injury to others, and other hazards.

In consideration of being permitted to participate in this event, I agree to follow the reasonable guidelines set forth by the event sponsors for the duration of the activity; to be fully responsible for my conduct; and to act at all times in a manner which does not jeopardize the safety of myself or other persons. I also state that during this event if I am unable to act on my own behalf, I hereby authorize the event sponsors to take any and all action on my behalf as reasonably necessary.

I understand and acknowledge that Emporia State University is a State of Kansas agency and is limited in its ability to maintain insurance for the purpose of providing coverage for injuries of event participants. I understand that Emporia State University and the State of Kansas are not insurers of participants' behavior and actions and that the University and the State of Kansas assumes no liability whatsoever for personal injuries or property damages to participants or to third persons arising out of participation in this event's activities. I assure the event sponsors that I will have adequate liability, health, and accident insurance or other means necessary to pay for any personal liability and medical costs, including medical evacuation that may directly or indirectly result from my participation in this event. I will indemnify and hold **[fill in name of organization(s) sponsoring event]** harmless.

To the extent permitted by law, I hereby agree to covenant not to sue, and to indemnify, release and hold harmless **[fill in name of organization(s) sponsoring event]** (hereinafter referred to as "Releasees") from all liability whatsoever arising out of my participation in this event, including but not limited to any claims, demands, actions and causes of action related to any damage to my property or the property of others, and injury to me or others, including but not limited to loss of limb or life resulting from my negligence or the negligence of others, or to others through my actions during this event or arising out of this event. I agree to pay any attorney fees or other costs incurred by the Releasees in enforcing this Agreement.

It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as an Assumption of Risk and Release of claims, as to the Above-Named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by my family, arising out of my participation in this event.

I further agree that this Release shall be construed in accordance with the laws of the State of Kansas without application of any principles of choice of law and venue for disputes arising from my participation in this event or this Release shall be in Lyon County, Kansas. If any term or provision of this Release shall be held by a court of law illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

