



## **UNIVERSITY OF KANSAS OUTDOOR PURSUITS PROGRAM**

**IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

### **ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

This Agreement must be completed in order to participate in the activities associated with the Outdoor Pursuits Program.

Participant (print full name): \_\_\_\_\_

Trip: \_\_\_\_\_

### **TERMS AND CONDITIONS**

I, the undersigned, volunteer to participate in Canoe KU initiated by coordinators at the University of Kansas Outdoor Pursuits Program. I UNDERSTAND THAT SUCH PARTICIPATION CAN INCLUDE TRAVEL HAZARDS AND OTHER HAZARDOUS ACTIVITIES WHICH MAY EXPOSE ME TO ILLNESS OR CERTAIN RISKS OF INJURY SUCH AS, BUT NOT LIMITED TO, LACERATIONS, STRAINS, FRACTURES, CONCUSSIONS, LOSS OF LIMB, DROWNING, OR EVEN DEATH. I AM FREELY AND VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ASSUME AND ACCEPT ANY AND ALL RISK OF INJURY OR DEATH.

### **WAIVER, RELEASE AND INDEMNIFICATION**

I understand and acknowledge that the University of Kansas (“University”) is not an insurer of participants’ behavior and actions and that the University assumes no liability for personal injuries or property damages to myself or to third persons arising out of the Outdoor Pursuits Program, including any loss, damage or injury caused by the use of a University vehicle. I understand that transportation may be provided through the voluntary use of private vehicles and that the owners and operators of such vehicles are not agents or employees of the University. I assume full responsibility for the selection and use of my own transportation in connection with this activity and hereby release the University from all responsibility and liability for any injury or damage which may arise from this transportation.

I hereby release, waive, covenant not to sue, indemnify and hold harmless the University, the Outdoor Pursuits Program, and all of their officers, faculty, employees and agents (collectively the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by me or loss or damage to any property belonging to me, arising out of or related to my participation in the above-named activity coordinated in whole or part by the University Outdoor Pursuits Program, excepting only such loss, damage or injury and death, as may be caused by the sole negligence of any Releasee.



I agree that this Release, Waiver, Covenant not to sue and Hold Harmless Agreement ("agreement") shall bind my spouse and members of my family, if I am alive, and my heirs, trustees, assigns and personal representatives, if I am deceased. I agree to refrain from the use or possession of illegal drugs or alcohol while participating in any aspect of the above-named activity. I agree that I will not possess or use any firearm while participating in the above-named activity.

I agree that participation in this activity authorizes the University of Kansas to use in any manner, whether electronic or printed, any collected images including still photographs or videos that are taken during the activity.

I agree that the site of any lawsuit arising out of or related to my participation in the Outdoor Pursuits Program shall be Kansas and that this agreement will be governed by and construed in accordance with the laws of the state of Kansas, without application on any principles of choice of law. The terms of this agreement shall continue and be in effect after the trip has ended.

I do not have any medical conditions that would prevent my participation in this activity.

I have adequate health insurance to cover the costs of treatment in the event of any injury. My insurance carrier, policy number, carrier address and phone number is:

_____	_____
Name of Insurance Company	Policy Number
_____	(        )
Insurance Company Address	Insurance Company Phone #

If any portion of this agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

I HAVE CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THEIR CONTENT. I AM 18 YEARS OF AGE AND FULLY COMPETENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE RELEASEES AND SIGN IT OF MY OWN FREE WILL.

_____	_____
Signature	Date
_____	
Printed Name	