

Acknowledgement of Risk / Release & Indemnification of All Claims/Covenant Not to Sue

| Activity Information | | |
|---|---------------|--|
| Department: | Date(s): | |
| Activity: | | |
| Activity Description: | | |
| | | |
| Activity Leader (name, title and phone number): | | |
| Participant Information | | |
| Name: | Date: | |
| Email address: | Phone number: | |
| Emergency Contact (name and phone number): | | |

In consideration of being permitted to participate in any way in the Activity (hereinafter called the "Activity"), I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the State of Oregon, the Board of Trustees of the University of Oregon, and the University of Oregon (collectively, hereafter called the "University"), their officers, employees, and agents from liability from any and all claims including the negligence of the University, their officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Activity.

I agree that by participating in Activity, I accept some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need for the Activity and associated travel and to provide what I will need. I agree to observe any rules and practices that may be employed to minimize the risk of injury. I can access the University of Oregon Travel website and review resources to review health and security information for my destination and travel. ba.uoregon.edu/travel

Despite precautions, accidents and injuries can occur. I understand that travel and other programs the Activity may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property, or suffer financial loss as a result of participation in the Activity.

Therefore, I ASSUME AND ACKNOWLEDGE ALL RISKS RELATED TO THE ACTIVITIES including but not limited to:

Death, injury or illness: (1) from actual or suspected contraction of the coronavirus (COVID-19) or other diseases, (2) from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not which may occur as a result of participating in an activity or contact with persons or physical surroundings, including animals, insects or plants; (3) arising from travel by air, car, bus, subway or any other means; or (4) from food poisoning arising from the provision of food or beverage by restaurants or other service providers.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Activity, and that I am aware of the risks involved whether described or not. I further understand that participating in the Activity is an acceptance of risk of injury, death or financial loss. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Activity and the use of facilities, equipment, or services in association with the Activity, and that I am voluntarily assuming all risks, whether known or unknown.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation in the Activity is voluntary and that I knowingly assume all such risks.

I release and covenant not to sue, the University, their officers, employees, and agents from or for any and all liability and expense attributable to any injury, death, property damage, lost wages, economic loss, emotional distress, psychic injury, pain or suffering of any kind whatsoever in any way resulting from or arising out of my participating in Activity. I also release and covenant not to sue the University, their officers, employees, and agents for any voluntary programs or activities I may participate in or arrange on my free time, including renting or riding or being a passenger in any vehicle or motor equipment.

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I further understand that I am solely responsible for any and all costs arising out of my voluntary or involuntary withdrawal from the Activity prior to its completion, including but not limited to withdrawal caused by illness, suspected illness, or disciplinary action taken by the Activity staff. I acknowledge that I will be held responsible for the full cost of the Activity according to the cancellation and deferral policy regardless of the reason for the withdrawal.

Travel Insurance: If the University of Oregon's travel assistance insurance is included in the Activity, it is my responsibility to read the insurance brochure and understand the coverages and exclusions.

Indemnification and Hold Harmless: I also agree to INDEMNIFY, DEFEND, AND HOLD the University and their officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

Medical Treatment Authorization: I understand that an emergency may develop which necessitates the administration of medical care. In the event of injury or illness, I authorize the University of Oregon by and through its authorized representative(s) or agent(s), to secure appropriate treatment including the administration of an anesthetic and surgery. I understand that such treatment shall be solely at my expense and I agree to reimburse the University of Oregon for any expenses. The University of Oregon by and through its authorized representatives(s) or agents(s) may receive or seek recommendations from medical professionals, and/or insurance providers to assist in determining if continuing the Activity is advised. If University of Oregon determines that withdrawal from the program is necessary based on the recommendations, I understand that I must follow the recommendation. Notwithstanding this paragraph, I understand and agree that the University of Oregon has no obligation to provide or seek out any medical treatment for me.

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 State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and <u>understand that I am giving up substantial rights, including my right to sue</u>. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a <u>complete and unconditional release of all liability</u> to the greatest extent allowed by law.

PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.

| Name of Participant (print): | | |
|--|---|--|
| Signature of Participant: | Date: | |
| IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR I | EGAL GUARDIAN MUST AGREE TO AND SIGN BELOW. | |
| Name of Parent or Legal Guardian (print): | Date: | |
| Parent or Legal Guardian Signature: | Date: | |