WAIVER and RELEASE of LIABILITY

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the University for injuries or losses you may cause or sustain as a result of participation in off-campus activities.

The University of Oklahoma is a state educational institution. References to the University of Oklahoma include its Board of Regents, officers, agents, faculty, employees, volunteers, students, SGA and administrative organizations.

I [print your name] _______________ freely choose to participate in the Trip/Activity (name) _______________, which may include the following activities:

________________________________________________________________________

________________________________________________________________________

I understand that the University of Oklahoma is not an agent of and has no responsibility for any third party that may provide services including food, lodging, travel, or equipment. The University of Oklahoma has not reviewed the qualifications of the Activity organizer or sponsor, and does not endorse or sponsor the program or its safety or quality.

For off-campus activities, I agree to inform myself about the potential dangers of the area I am traveling to and precautions I should take, including reviewing any information that the Activity organizer, sponsor or the University may provide.

For a “Wilderness” trip, I understand that it may take significantly more time to arrive at a medical facility, transportation to which may be by boat or on foot. I accept the increased risk that such isolation may pose in the event of injury.

I understand that it is my responsibility to acquire and use activity-appropriate and/or required equipment and protection. I agree to reduce the risk of injury to myself and others by following applicable rules and procedures, by limiting my participation to reflect my personal fitness level and by notifying the activity coordinator immediately if I do not believe I can safely continue in the activity. I agree that if I fail to act in accordance with this agreement I may not be permitted to continue in the activity.

Despite precautions, accidents and injuries can and do occur. I understand that the Activity and transportation may be dangerous and that I may be injured and/or lose or damage personal property as a result of participation in the Activity. Therefore, I FULLY AND COMPLETELY ASSUME ALL RISKS RELATED TO THE ACTIVITIES including death, injury, illness or loss from accidents, theft of or damage to personal belongings.

Medical Treatment Authorization

I authorize the University of Oklahoma to act on my behalf in any medical emergency.

Signature __________________ Date __________________

(Signature of Parent or Legal Guardian is required if participant is under 18.)

Release from Liability, Indemnification Agreement and Covenant Not to Sue

To the fullest extent permitted by law, on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, I agree to forever RELEASE, INDEMNIFY, HOLD HARMLESS and COVENANT NOT TO SUE the University of Oklahoma from any cause of action, claim, or demand, including one related to bodily injury, property damage, death or accident arising out of or related to my participation in the Activity.

I assure the University of Oklahoma that I have adequate health insurance to provide for any medical needs or costs that may result from my participation in the Activity.

My signature below indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that my date of birth is __________ (month/day/year), and that my present age is _____, and that I am otherwise legally competent to sign this agreement.

This agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, and I consent to the jurisdiction of this state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted and that if any portion is held invalid, the remainder shall continue in full legal force and effect.

READ ENTIRE AGREEMENT BEFORE SIGNING

Printed Name: ____________________________
Signature: ________________________________
Date: ____________________________________
Address: _______________________________________
Phone(s): _____________________________________

If participant is under age 18:
Parent’s Printed Name: ____________________________
Parent’s Signature: ________________________________
Date: _______________________________________
Parent’s Address: _____________________________________
Parent’s Phone(s): ____________________________

File Name: Waiver and Release – 06/13 Revised 07/15