

# Waiver and Release for Youth Programs

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## **Important Notice**

This is a legal document. Please read and understand this document before signing.

## **Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement (the "Agreement") must be completed to participate in the activities associated with the program identified below (the "Program").

Participant full name:

Program name:

I, the undersigned, am either the Participant named above or the parent and/or legal guardian ("Guardian/Parent") of the minor Participant named above. I am familiar with the events and/or the activities which take place in the Program.

## **Assumption of Risk**

I will participate or authorize the Participant to participate in in the Program at the University of Kansas (the "Program"). I understand that such participation can include unforeseeable risks and other hazardous activities inherent in the program which may expose the Participant to property damage, illness, injury, or death. Participant or Guardian/Parent of Participant freely and voluntarily participates or allows participation in the Program with the knowledge of the inherent risks and danger involved and hereby agrees to assume and accept any and all risk of property damage, illness, injury or death.

## **Waiver, Release, and Indemnification**

Participant or Guardian/Parent of Participant understands and acknowledges that the University of Kansas ("University") is not an insurer of Participant's behavior, actions, or participation in the Program, and that the University assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of Participation in Program activities. Participant or Guardian/Parent hereby agrees to and does release, waive, covenant not to sue, indemnify and hold harmless the University, Kansas Board of Regents, State of Kansas and all of their officers, employees, agents, and volunteers (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 Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the Program.

Participant or Guardian/Parent of Participant agrees that any lawsuit arising out of or related to participation in the Program shall be brought solely in courts having jurisdiction within the State of Kansas and the Agreement will be governed by and construed in accordance with the laws of the State of Kansas, without application of any principles of choice of law. Participant shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

## Terms and Conditions

Participant or Guardian/Parent represents that Participant does not have any medical conditions that would prevent participation in the program. Participant or Guardian/Parent represents and agrees that Participant has adequate health insurance to cover the costs of treatment in the event of any injury. Participant or Guardian/Parents represent and agree that they have reviewed and signed the University of Kansas Medical Authorization Form in addition to this Agreement.

Participant or Guardian/Parent represents and agrees that Participant will observe all state and federal laws and University of Kansas policy and safety rules in conjunction with participation in the Program.

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.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS AN ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT, AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

## Acknowledgment & Signature

I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

I am signing this Agreement on behalf of a minor participant. I acknowledge that that I am the Guardian/Parent of Participant and the I understand that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Parent/Guardian Signature

Date