



GENERAL HOLD HARMLESS, VOLUNTARY WAIVER, AND ASSUMPTION OF RISKS FOR PARTICIPATION IN [PROGRAM NAME]*

PLEASE READ THIS "AGREEMENT" CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BEFORE ANY PERSON IS ALLOWED TO PARTICIPATE IN THE PROGRAM.

I, _____, wish to voluntarily participate in the [PROGRAM NAME], from [dates of Program], organized by _____, and located or occurring at _____ (the "Program"). In consideration for my participation, I hereby agree as follows:

Assumption of Risks. I understand that I have voluntarily and freely elected to participate in this Program, and that I am not required to do so. I understand that participation in the Program involves certain foreseeable and unforeseeable dangers, hazards, and risks to which I may be exposed that Missouri Western State University ("MWSU") cannot eliminate. The dangers, hazards, and risks that MWSU cannot eliminate, include, among others, risk of property damage, illness, bodily injury, and temporary or permanent disability [as appropriate, fill in the types of other associated risk specific to the Program: for example: loss of limb or life; physical and emotional injuries; serious illness such as infectious and non-infectious diseases and/or conditions; etc.]. I agree that if I am not knowledgeable of the risks associated with participation in the Program, then I will obtain proper instruction in order to gain a full appreciation of the risks, dangers, and hazards associated with these activities. I voluntarily take responsibility for all risks of participating in the Program.

Assumption of Medical and Other Health Obligations. I declare and affirm my medical and physical condition allow me to participate in the Program and do not pose any danger to my health. As appropriate, I have arranged for disability-related accommodations, through MWSU's Accessibility Resource Center or otherwise, as appropriate, and I understand the limitations of the program location. I am fully aware and understand MWSU will not employ or contract with any medical services, or directly provide for ordinary or emergency medical services. I agree unequivocally I will not participate in the Program under any state of impairment, such as that induced by the use of drugs or alcohol or through consumption of validly prescribed medications, and I acknowledge that I am solely responsible for evaluating my own fitness to participate safely. I understand that I am responsible for my own insurance and that if I require medical care during my participation in the Program, MWSU is not responsible for the cost or quality of such care.

Authorization for Medical Care. In the event of an accident or serious illness, I hereby authorize representatives of MWSU to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify MWSU from any claims, causes of action, damages, and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries that may occur during my participation in the Program.

Release. In exchange for MWSU allowing me to participate in the Program, I release Missouri Western State University, its Board of Governors, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees, and agents (hereafter "MWSU") from any and all legal liability and financial responsibility as to any right of action that may accrue to myself or my heirs or representatives for any injury or loss that I may suffer while participating in the Program.

Indemnification and Hold Harmless. To the fullest extent permitted by law, I agree to indemnify and hold harmless MWSU from and against any and all liability, actions, debts, claims, and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss, or liability for injury to person or property that I may suffer, for which I may be liable to any other person, that may or does arise out of my participation in the Program.

Choice of Law. This Agreement shall be governed by and construed under the laws of Missouri. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, damage, or loss as a result of my participation in the Program, shall be brought only in Buchanan County, Missouri.

Off Campus Programs and Transportation. If event is off-campus, check one of the following concerning transportation:
_____ If University transportation is offered, I desire to travel with the University group. I fully understand and appreciate the dangers, hazards, and risks inherent in the transportation to, from, and during this Program, which dangers include, but are not limited to serious or even mortal injuries and property damage.
_____ If allowed, I choose to use personal transportation (of my own vehicle, another student's, or other third party) and agree that the University has no liability regarding transportation and I travel at my own risk.

Binding Agreement. This Agreement shall legally bind me, and my family members, spouse, estate, heirs, administrators, or personal representatives.

Before you sign this Agreement, please read it carefully because it affects your legal rights.

Participant's Name (printed) _____ Date: _____
Participant's Signature _____ (Date of Birth (if under the age of 18) _____)
Parent/Legal Guardian's Name (printed) _____ Date: _____
Parent/Legal Guardian's Signature _____

* For MWSU Faculty/Staff: This form is intended for events without highly unusual risks. For events that have more unusual risks, consult with the Office of General Counsel for a more appropriate waiver. Signed copies of this waiver must be retained for five (5) years before being securely disposed.