Liability Waiver — Event Involving Strenuous Physical Activity

Statement of Personal Responsibility & Release Regarding Participation in Washington University in St. Louis Student Event (for students aged 18 or older only)

I, ______________________________________, am a student at Washington University in St. Louis (the "University").

I wish to participate in __________________________________________________ (“Student Event”), an event which involves strenuous physical activity, on ____________ (date) at __________________________________ (location), organized by __________________________________ (sparing group). I understand that I am not required to participate in this Student Event, but am voluntarily doing so, despite the potential dangers and risks (as described in more detail below) and despite this Release.

I understand and appreciate the dangers, hazards and risks inherent to the Student Event, including but not limited to contact with other participants, spectators, volunteers, animals or other natural or manmade objects; lack of hydration; uneven or irregular surface conditions; slips and falls; vehicular traffic; equipment failure; water hazards; effects of weather, including high heat, cold temperatures, and/or storms; injury resulting from physical exertion, including but not limited to sprains, pulled muscles, and broken bones; transportation to, from, and around Student Event area; natural disasters; riots; terrorist activities or attacks; accidents; illnesses; crimes; and any risks associated with independent activities I undertake as an adjunct to the Student Event, all of which could include serious or even fatal injuries or property damage or loss. I further understand that the University, including the individuals acting on its behalf, cannot and does not assume responsibility for such events or personal injuries or property damage arising therefrom even if such injury or damage is a result of the negligence of the University or other parties released.

Knowing that the Student Event involves strenuous activity that may test a person’s physical and mental limits and carries with it potential dangers, hazards and risks, and in consideration of being permitted to participate in it, on behalf of myself, my family, heirs, and personal representative(s), I agree to assume all the risks and responsibilities surrounding my participation in the Student Event and, in advance, release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, students, and volunteers (collectively, the “Releasees”) from and against any and all liability for any harm, damage, claim, demand, action, cause of action, cost or expense of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage or injury, including but not limited to physical injury, suffering or death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees with regard to the Student Event. It is my express intent that this Release shall be deemed a release, waiver, discharge and covenant not to sue the Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family arising out of my participation in the Student Event.

I understand that I am expected to behave in a manner consistent with the Washington University Judicial Code, the Washington University Drug and Alcohol Policy, and all other applicable University policies. I understand that the use or possession of any illegal drugs, including marijuana, can have very grave consequences, including arrest and imprisonment. I know that I am subject to local law and agree to obey all laws and ordinances of jurisdictions where I may be during my participation in the Student Event. I understand that I have a duty to obey all oral and written rules, instructions and warnings, both prior to and during participation in the Student Event.

I am aware of my own personal medical needs and state that there are no health-related reasons or problems that preclude or restrict my ability to participate safely in the Student Event. Additionally, I state that I am physically fit and able to participate in strenuous physical activity and that I have sufficiently trained for my participation in this Student Event. I assume all risk and responsibility for my medical needs, and understand and agree that if I must be hospitalized or otherwise receive medical care; the University cannot and does not assume legal responsibility for payment of such costs. I hereby grant permission to the Releasees to authorize emergency medical treatment for me, and understand and agree that neither the University nor any of the other Releasees assume any responsibility for any injury or damage that may arise out of or in connection with such authorization.

I warrant that I am at least eighteen (18) years of age and fully competent to sign this Release; that I understand the terms contained herein are contractual and not a mere recital; that I have read this Release with full knowledge of its significance; and that I have signed this Release as my own free act.

I agree that this Release shall be construed in accordance with the laws of the State of Missouri. If any term provision of this Release shall be held unenforceable, illegal, or in conflict with any governing law, the validity of the remaining portions shall not otherwise be affected.

THIS IS A RELEASE OF LEGAL RIGHTS.
READ IT AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

ACCEPTED AND AGREED:

_______________________________ (Signature) (Date)

_______________________________ (Printed Name)