

# INDIANA TECH

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR

\_\_\_\_\_ (Student Organization)

1. In consideration for receiving permission to participate in the \_\_\_\_\_ (activity/location), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE (activity) , Indiana Tech (nee Indiana Institute of Technology), The Board of Regents, The State of Indiana, Their officers, agents, servants, or employees (hereinafter referred to as 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 me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of the risks involved and hazards connected to this activity, including but not limited to travel risks. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be construed in accordance with the laws of the State of Indiana.

6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ .

PARTICIPANT:

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

Indiana Tech witness (faculty/staff): \_\_\_\_\_

If participant is under the age of 18, Parent/Guardian consents to the minor's participation in the event, consents for Indiana Tech to seek reasonable and necessary medical treatment for Participant during such event or associated activities, and agrees to be responsible for any cost of such treatment.

\_\_\_\_\_  
Parent/Guardian Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date