Assumption of Risk, Release and Hold Harmless Agreement

Name of Participant: _____

Local Address: _____

Cell Phone:_____

Age: _____ Email: _____

EMERGENCY CONTACT INFORMATION:

Name of person to contact in emergency: _____

Cell Phone: _____

Relationship to participant: _____

Release to the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of Southern Illinois University Carbondale (the "University").

1.0 I desire to voluntarily participate in the following activity: SIU Homecoming Parade ("Activity"), to be held at Southern Illinois University Carbondale from 9:00am until 12:00pm. I acknowledge that the Activity involves walking, riding on floats ,and riding in or on vehicles. I further understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, which dangers include but are not limited to walking, riding on floats, and riding in or on vehicles and which also could include serious or even mortal personal injuries and property damage. I understand that the list of such dangers is not a comprehensive list and that other risks may be associated with my participation in the Activity or transportation to and from the Activity.

2.0 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, voluntarily agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation to the Activity, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, and any students acting in their capacity as University employees (hereafter called the "Releasees"), for any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses 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 pain and suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 I understand and agree that Releases may not have medical personnel available at the location of the Activity. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Further, Releasees shall not be responsible or liable for any costs or other charges related to such medical treatment.

4.0 I understand that any personally owned automobiles used in conjunction with this Activity are not covered by the University for personal property damage or liability. I understand that if I utilize a personally owned automobile I am required to carry auto liability insurance as required by the State of Illinois and any state or nation in which the Activity takes place. Further, if I agree to be a passenger in a vehicle that is not owned and/or operated by a University faculty member or representative, I hereby assume any and all risks that may be associated with riding in such vehicle and will hold the Releasees harmless from any and all loss, damage, injury or liability that may arise from such act.

5.0 It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse and my estate, family, heirs, administrators, personal representatives, and assigns and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the above-named 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 Activity.

6.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

7.0 I am voluntarily participating in the Activity, despite the possible dangers and risks and despite this Release.

8.0 I warrant and represent that I am at least eighteen (18) years of age and fully competent to sign this agreement or have permission of my legal guardian to participate; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further warrant and represent as follows: (a) that there are no health-related reasons or problems which preclude or restrict my participation in the Activity; (b) that I am of sufficiently good health, and medically able, to take part in the Activity; and (c) that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

9.0 I further agree that this Release shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its conflict or choice of law principles. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, the following persons have executed this release this _____day of _____, 20___.

THIS IS A RELEASE AND WAIVER OF SUBSTANTIAL LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND THE PROVISIONS OF THIS DOCUMENT BEFORE SIGNING.

PARTICIPANT:

_____

Signature

PARENT OR LEGAL GUARDIAN (If Participant is under age of 18 years)

_____

Signature

_____

Name (Please Print Legibly)