

Assumption of Risk, Waiver of Liability, Indemnity, and Terms of Participation Agreement

In consideration of my participation in _____ I, for myself, my heirs, personal representatives or assigns, agree as follows:

ASSUMPTION OF RISK: I understand and acknowledge that my participation in the Event involves many significant risks. These risks include, but are not limited to: 1) minor injuries such as scratches, cuts, bruises, blisters, pulled or torn muscles, fatigue, and dehydration to 2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones and fractures, heart attacks, concussions, hearing loss, and emotional distress to 3) catastrophic injuries including disfigurement, paralysis, and even death. **Nonetheless, I acknowledge that my participation in the Event is voluntary and that I assume all risks, whether known or unknown.**

WAIVER OF LIABILITY: I release, waive, discharge, and covenant not to sue, Pepperdine University, its Board of Regents, employees, agents, or volunteers (collectively the "University") from all liability to me that may be caused by any act, failure to act or negligence by the University, myself, or any third party, the condition of the premises or of any equipment used, travel to or from the Event, or from the unavailability or inadequacy of emergency medical care. I understand that I am waiving my rights to recover all damages from the University for any physical or mental injury (including death), social and economic loss, and damage to or loss of property, relating to or arising out of my participation in the Event.

INDEMNIFY AND HOLD HARMLESS: I agree to indemnify and hold the University harmless from any and all claims, actions, suits, judgments, costs, expenses, damages and liabilities, including attorney's fees, which in any way relate to or arise from my participation in the Event. If the University incurs any of these types of expenses, I agree to reimburse the University.

MEDICAL CONSENT: I have read this agreement and understand that there are risks associated with my participation in the Event. I understand that I should obtain a physical examination and permission from my physician prior to my participation in the Event. In the event of a medical emergency, I consent to medical treatment where I am unable to consent to such treatment. I will be financially responsible for any costs of such treatment. I agree that I will not hold the University responsible for any claims resulting from medical treatment.

INSURANCE: I understand that the University does not carry medical or accident insurance for my participation in the Event. I certify that I have adequate health and accident insurance. If my insurance coverage becomes inadequate, or if coverage terminates, I agree to not participate in the Event.

ACKNOWLEDGMENT OF UNDERSTANDING: I am 18 years or older. I have read this Assumption of Risk, Waiver of Liability, Indemnity, and Terms of Participation Agreement, fully understand its terms, and that I am giving up substantial rights, including my right to sue and recover damages. I acknowledge that I am signing the agreement freely and voluntarily, and intend that my signature indicates a complete and unconditional release of all liability to the greatest extent allowed by law. This agreement shall be governed by the laws of the State of California.

I further acknowledge and agree to abide by the following guidelines:

- 1) I will follow all rules of the Pepperdine University Student Handbook and University Ethics Policy.

Name of Participant _____ Phone: _____

Signature _____ Date _____

Emergency Contact (Name & Phone): _____

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent or legal guardian of the above named minor. I consent to the minor participating in the Event. I have read and understand that the above agreement involves surrendering substantial legal rights of the minor and myself. I agree to be bound by all terms of the above agreement.

Signature of Minor's Parent/Guardian: _____ Date: _____