

ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AGREEMENT

In consideration of the services and opportunities provided by Missouri Southern State University and its respective boards, employees, volunteers, and all other persons or entities acting in any capacity on its behalf (collectively, "MSSU") in conjunction with volunteering at the _____
_____ **event** hosted by MSSU ("Event"), I hereby agree to release, hold harmless, and discharge MSSU, on behalf of myself, my children, my heirs, assigns, personal representatives and estate as follows:

1. I understand that my child or dependent (collectively, "child") will be volunteering at the Event. I understand and agree that MSSU is not responsible for my child's transportation to and from the Event.
2. I understand that the Event may involve _____

[What activities will the Event involve, e.g. lifting, carrying, running, crowd directing? Generally, describe as many of the activities as practical and any equipment involved to help with the enforceability of the waiver.]. I acknowledge that my child's participation in the Event, including use of this equipment, entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage. I understand that such risks simply cannot be eliminated.
3. I understand that my child's participation in the Event is purely voluntary as it relates to MSSU, and I expressly agree and promise to accept and assume all of the risks existing in this Event for my child. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
4. I hereby give my consent for any medical treatment that may be required during my child's participation in the Event, with the understanding that any cost of any such treatment will be solely my responsibility.
5. **I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against MSSU that relate in any way to any activity that my child undertakes in conjunction with the Event, including transportation to and from the Event.**
6. Should MSSU or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify, defend, and hold them harmless for all such fees and costs.
7. I understand that MSSU may not maintain an insurance policy that would provide coverage in the event that my child is injured during the Event or cause any injury during the Event. I certify that I have adequate insurance to cover any injury or damage that my child may cause or suffer while participating in the Event, or else I agree to bear the costs of such injury or damage myself.
8. I understand that MSSU may photograph, film, and/or record ("Medium") my child's participation in the Event. I authorize MSSU to use Medium and my child's likeness in conjunction with any MSSU marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that neither I nor my child will not be compensated in any way for such use.

In the event that I file a lawsuit against MSSU, I agree to do so solely in the State of Missouri, and I further agree that the substantive law of Missouri shall apply without regard to conflict of law rules. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

[Remainder continued on following page]

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement.

I further certify that I have read and understood it, and I agree to be bound by its terms.

I further acknowledge that this document contains a negligence waiver and indemnification provisions.

SIGNATURE

Signature: _____ Print Name: _____

Date: _____

PARENT'S OR GUARDIAN'S SIGNATURE

(Must be completed by a parent or guardian for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted to participate in the Event, I agree that my child's participation in the Event is to be bound by the terms of this Agreement.

Parent or Guardian: _____ Print Name: _____

Date: _____

*All acknowledgment forms must be submitted to Human Resources prior to the start of the activity.
The department should keep a copy of the completed acknowledgment form in the department's files.*