

BOWLING GREEN STATE UNIVERSITY
LIABILITY RELEASE, WAIVER, DISCHARGE AND AGREEMENT NOT TO SUE

1. I desire to participate in the following activity/trip _____ ("Activity"), to be held on _____. I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, and in any independent research or activities I undertake supplemental to the Activity. These dangers and risks can result in injury and impairment to my body, general health, well being, and could include serious or even mortal injuries and property damage.
2. 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 agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation, and in any independent research or activities undertaken as supplemental and to release, waive, forever discharge, and covenant not to sue the State of Ohio, Bowling Green State University, and its governing board, officers, agents, employees and any students acting as employees ("Releasees"), from and against 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 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 supplement to the Activity, occurs or is being conducted.
3. 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.
4. It is my express intent that this release and hold harmless agreement shall bind myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the Releasees.
5. In signing this Release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and 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.
6. I further agree that this Release shall be construed in accordance with the laws of the State of Ohio. 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. If I am a University employee, I do not consider the activity within the course and scope of my employment with Bowling Green State University. If I am a driver, driving my personal vehicle, I certify that I personally carry Automobile Liability Insurance, which includes medical payments coverage.

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

Signature: _____ Date: _____

Print Name: _____

IF UNDER 18, THIS FORM MUST BE SIGNED BY A PARENT OR GUARDIAN BEFORE STUDENT CAN PARTICIPATE.

(Print) Parent or Guardian
8/98 RM

Signature

Date