**IU Midwest High School Open**

Waiver of Liability, Assumption of Risk, and Indemnification Agreement

In consideration of the opportunity to participate in IU Midwest High School Open (the “Event”):

Waiver of Liability

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, acknowledge that I am over 18 years of age and have the capacity to enter into a contract, or that I have obtained the signature of my parent or guardian. I hereby freely and voluntarily release and discharge the Bass Fishing Club at Indiana University (the “Club”), Indiana University, and their agents, officials, representatives, directors, officers, members, employees, and trustees, from ANY AND ALL Liability, claims, demands, causes of action, losses, damages, or injuries, accruing to any person or property, including those based upon serious injury or death, which may result from my preparation for or participation in the event, or sustained while traveling to or from such participation in the Event. I also fully release and discharge the above-named parties of/from any and all liability, claims, demands, cause of action, losses, damages, or injuries which may result from the discontinuation of the Event.

Assumption of Risk

I recognize that my participation in the Event may includeinherently dangerous activities both foreseen and unforeseen. The inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death. Specifically, these risks may include, but are not limited to, the following: drowning, boating accidents, driver error, including my own; adverse weather conditions; sprains; broken bones; cuts; bruises; temporary or permanent disability; other physical, mental, and emotional injury; and other risks and dangers, including death, whether known or unknown, reasonably foreseeable or unforeseeable.

I understand that the Event officially begins and ends at the times and location(s) designated by the Club. I am personally responsible for transportation to and from all events and for all associated risks.

I understand that my participation in the Event is entirely voluntary. I fully understand the scope of the activities and the risks involved in participation. **I freely and voluntarily assume the risks of my participation in the Event.**

Indemnification Agreement

I hereby agree to indemnify, release, and hold harmless the Club, Indiana University, and their officers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with the Club, and/or Indiana University, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney’s fees, court costs, and investigative costs incurred by any releasee as a result of my participation in the Event, and to reimburse them for such expenses they incur. This includes release of the Club from any and all claims of negligence, including negligence committed by the Club.

I have read this agreement and fully understand that by signing this agreement I am giving up legal rights and/or remedies that might otherwise be available to me.

This agreement will be binding upon me, my spouse, my heir(s), next of kin, estate, executors and anyone claiming any rights(s) on my behalf.

Termination of Agreement

The Club reserves the right to terminate my participation in the Event at any time if the Club determines, in its sole discretion, that my current or past behavior is incompatible with the Event (such behaviors include, but are not limited to, drug use, unsafe conduct, acts of violence, threats of violence, acts or speech displaying racial, ethnic, or religious intolerance or bigotry, any criminal activities, and any violation of the Indiana University Code of Student Conduct). If the Club terminates my participation during the program, it shall not be liable to me for any amount.

Programs Involving Children

It is Indiana University’s policy that programs involving minors must ensure that all faculty and academic staff, staff, students, volunteers, or other personnel who will work with children have been subject to a criminal background check which includes a sex offender registry check within the last five years. A program may not allow the participation in the program of any academic, faculty, staff, hourly employee, student, volunteer or other personnel whose criminal background check and/or sex offender registry check includes a record of sexually based offenses or crimes against children. I consent to any such check as may be required in connection with the event.

Governing Law

Indiana law will control any issues of validity or interpretation of this Agreement. Notwithstanding any other agreement I have signed related to the Event, I agree that I will file no action against the Club, Indiana University, or against their agents, employees, officials, representatives, directors, officers, or trustees, in any court other than the Circuit Court of Monroe County, Indiana.

This Agreement is intended to be as broad and inclusive as permitted by law. If any provision or any part of any provision of this Agreement proves invalid or legally unenforceable for any reason, the remainder of the Agreement will remain valid and enforceable.

**I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies that might otherwise be available to me.**

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Name of Participant (Print)

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Signature of Participant Date

**If under the age of 18:**

I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the releasees named therein, and for myself, my heirs, assigns, and next of kin, I hereby release said releasees from any and all liability arising from or in any way associated with said participant’s involvement or participation in the event described herein.

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Name of Parent or Guardian (Print)

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Signature of Guardian Date

Prepared by:

STUDENT LEGAL SERVICES

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