



RELEASE AND WAIVER OF DOANE UNIVERSITY'S LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for allowing me to participate in _____ (the "Activity") offered at or through Doane University on _____ at (location) _____, as of this date forward **I hereby release, waive, discharge and agree not to sue Doane University, its officers, trustees, agents and employees (hereinafter referred to as "Doane University") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to injury or death, that may be sustained by me, whether caused by the negligence of Doane University, or otherwise, while participating in the Activity, while in transit to or from the premises, or in any place connected with the Activity.**

2. I am fully aware of risks and hazards connected with this Activity, and I am fully aware that there may be risks and hazards unknown to me connected with being on Doane University's campus and participating in this Activity, and I hereby elect to voluntarily participate in this Activity knowing that conditions may be hazardous, or may become hazardous or dangerous to me. I voluntarily assume full responsibility for any risks of personal injury, including death, which may be sustained as a result of my participation in the Activity whether caused by the negligence of Doane University or otherwise. The Activity is described as:

_____.

3. I further hereby agree to indemnify and save and hold harmless Doane University and each of them, from any loss, liability, damage or costs that may occur due to my participation in the Activity, whether caused by the negligence of any or all of the Doane University, or otherwise.

4. It is my express intent that this release, waiver and hold harmless shall bind the members of my family including any spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and **Agreement Not to Sue Doane University.**

5. If I am employed by Doane University, I acknowledge that this is a personal event, not a work event and that it is not a required activity for my employment; therefore, it is not paid time and any injury sustained is not covered by workers compensation.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent;
- D. I execute this release for full, adequate and complete consideration fully intending to be bound by same.
- E. I will comply with all policies and procedures of Doane University;
- F. I confirm I have my own health and accident insurance coverage in effect for the inclusive dates of the Activity;
- G. I understand I may have a lawyer review this release before it is signed.

I sign this release and hold harmless this _____, 20__.

Signature: _____

Printed Name: _____

Witness Signature: _____