



Liability Waiver

PORTLAND STATE UNIVERSITY

Assumption of Risk, Release, Indemnification and Participation Agreement

Parties & Consideration

I, _____ (print your name),
 a student at Portland State University (PSU) _____ (print your student id#) or
 a member of the general public am eighteen (18) years of age or older and voluntarily agree to participate in the _____ (activity).

Date of Event: _____

Student Group Hosting Event: _____

In consideration for being permitted to participate in the Activity, I hereby agree and warrant that:

Statement and Assumption of Risk

Participation in the Activity can be hazardous to my health. I understand that I have an increased chance of suffering personal injury, including but not limited to bodily harm, permanent disability, dismemberment, and/or death by participating in the Activity. Injuries that I might incur include, but are not limited to the following: flesh wounds, muscular-skeletal injuries, cosmetic injuries, permanent disabilities and other injuries including death and or dismemberment. I understand that traveling to and from the Activity site may present additional risk of serious injury or death, and agree to comply with Activity requirements for the use of seatbelts by vehicle passengers during travel.

I voluntarily undertake the Activity and agree to accept all risk associated with my participation in this Activity.

Release of Liability and Indemnification Statement

I understand that there are unavoidable risks involved with participation in this Activity, and I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless and release and forever discharge the State of Oregon, the Oregon Board of Higher Education, the Oregon University System, PSU, and their officers, employees, agents, and representatives, from any and all liability and all claims and causes of action whatsoever for any damages to or loss of property, personal illness, or injury (including death) caused by, deriving from, or associated with my participation in the Activity.

Medical Treatment Consent

I fully understand that the Activity may occur in a remote area and that medical services may not be available. In the event of illness or injury to me, and in the event that medical services can be obtained, and if I am unable to grant permission at the time emergency treatment is required, I hereby authorize PSU by and through its authorized representative(s) or agent(s), if any, to secure any necessary treatment including the administration of an anesthetic and surgery. I agree to be the party responsible for all medical expenses that are incurred on my behalf.

Statement of Health

I certify that I have neither a condition nor circumstance, such as medication, that would prevent me from participating in this Activity. If I have a question concerning my specific situation, may ask an organizer to clarify the Activity, but ultimately the decision to participate is mine.

-OVER-



Statement of Insurance

I am aware that the State of Oregon does not provide medical insurance coverage for participation in the Activity and therefore take full responsibility for procuring my personal insurance. If I do not have insurance, I accept full, sole and exclusive financial responsibility for the cost associated with any injury or illness.

Furthermore

- I understand that PSU may not have a representative(s) or agent(s) present at this Activity and the Activity may be solely student-operated.
- I agree to abide by the policies of PSU while engaged in the Activity, and, if I am a student, with all the provisions of the Student Code of Conduct. I further agree to comply with all safety rules and procedures presented during the Activity.
- I understand that PSU’s authorized representative(s) or agent(s) has authority to revoke my participation in the Activity at any time if, in the judgment of the representative(s) or agent(s), my actions or general behavior are determined to be unacceptable.
- In the event of an injury or death that occurs during my participation in the Activity, I hereby waive my rights of nondisclosure under the Family Educational Rights and Privacy Act, ORS 351.070(4)(e) and any other statutes or rules, and hereby consent to the release of this Agreement to the media, public or any others who inquire.

Choice of Law; Venue Selection

In event of a law suit, I agree that all causes of action will be filed in Multnomah County, Portland, OR and that this Agreement shall be construed in accordance with the laws of the State of Oregon.

Severability

If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

Final Acknowledgment

The forgoing is submitted in consideration of PSU and the department and./or program noted above allowing my participation in this Activity. I confirm that I am over 18 and I execute this document with full knowledge of the contents and consequences stated in this release.

Participant Signature

Signature: _____ Date: _____
Printed Name: _____

Emergency Contact Information

Name: _____ Relationship: _____
City: _____ Day Phone: _____ Evening Phone: _____

Parent or Guardian Indemnification and Release (Complete for participants under the age of 18)

In consideration of _____, being permitted by the department and/or program noted above to participate in its Activities or use its equipment and facilities, I further agree to indemnify and hold harmless and release and forever discharge the State of Oregon, the Oregon Board of Higher Education, the Oregon University System, PSU, and their officers, employees, agents, and representatives from any and all claims brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Date: _____

Print Name: _____