

KENT STATE UNIVERSITY HOLD HARMLESS AGREEMENT AND RELEASE

I, _____, the undersigned, am 18 years of age or older (if not 18, a parent must sign in the space provided for below) and therefore an adult according to the law of the state of Ohio, am participating in the following _____ (“activity”), offered by Kent State University (“University”). The activity will take place from _____ to _____ at [location].

I understand and recognize that I am responsible for my own well-being and the well-being of the other participants. I declare that I recognize that it is in my best interest, as well as that of the other participants, to follow the suggestions, guidelines, and/or rules of the activity supervisors, and/or coordinators and that, my participation in this activity is entirely voluntary. If this activity involves off-campus travel, I understand that the University does not own or control the property nor any of the individuals, employees or volunteers who may be present. I also agree and understand that I am solely responsible for any of my own personal equipment or property and the university shall not be held liable or responsible for any damage, destruction, theft, or any other action to such personal equipment or property.

I fully understand and appreciate the potential dangers, hazards and/or risks, directly and/or indirectly inherent in participating in this activity, which could also include the loss of life, serious loss of limb, or loss of property. I agree to utilize all available safety measures. I also understand the inherent dangers involved in interstate travel and utilizing transportation on other roadways and may have accepted transportation with full knowledge and understanding of these risks. I understand that I am responsible for my own transportation, or if transportation is provided by the University, I understand the University does not control and is not responsible for the actions of any third parties who may provide me with such transportation for this activity. Also, I understand that the consumption of alcohol and/or use of drugs is strictly prohibited and could result in my dismissal from further participation in the activity.

I understand that any University personnel or agents also participating in this activity are not necessarily medically trained to care for any physical or medical problems that may occur during this activity. I further understand that the University does not carry medical or liability insurance for me while I am participating in this activity. By placing my signature below, I acknowledge to the University that I have adequate medical and hospitalization insurance for any injuries that I may incur as a result of participating in this activity.

In consideration for participation in the above activity, I, for myself, my executors, administrators, and assigns, do hereby release and forever discharge KSU, and its Board of Trustees, its respective entities, administrators, faculty members, employees, agents, physicians, and students from any claims that I might have myself with regard to damages, demands, or any actions whatsoever, including those based on negligence or failure to supervise, in any manner arising my participation in this activity.

Furthermore, in consideration for being allowed to participate in this activity, I agree to indemnify and hold the supervisor(s) and coordinator(s) of this activity, Kent State University, its Board of Trustees, agents, officers, and employees, and student volunteers harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I may incur as a result of my participation in this activity, even if due to the negligence of Kent State University or any person serving in the above-identified capacities.

I have read the above terms of this Agreement/Release, and I understand and voluntarily agree to the terms and conditions. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned.

Participant Signature

Date:

As a parent/guardian on behalf of the above-named minor, I have read the above terms of this Agreement, and I understand and agree to the terms and conditions stated herein. I understand further and agree that the University is not assuming a custodial or special relationship through this activity. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further agree to indemnify and hold Kent State University, its agents, officers and employees harmless against any injury, claim, or action brought against KSU by or on behalf of the above-named Participant, including but not limited to an action brought by the Participant upon reaching the age of majority. I warrant that I am authorized to execute this Agreement and Release on behalf of the above-named minor.

Parent/Guardian Signature

Date: