

Assumption of Risk and Release from Liability (“Agreement”)

I, the undersigned, give permission for my Child to participate in the IU Precollege Academy, offered on behalf of The Board of Trustees of Indiana University (“IU”), at Teter Residence Hall, 501 N. Sunrise Drive, Bloomington, Indiana on July 8, 2022 through July 10, 2022 (“Program”).

In consideration for my Child’s participation, I, on behalf of my Child, agree to the following:

1. I understand the Program consists of the following activities: staying overnight in a residence hall, meeting with faculty members, participating in workshops and class, bowling, hiking, eating on campus and watching a movie.
2. I understand that as part of my Child’s participation in the Program there are dangers, hazards, and inherent risks to which my Child may be exposed, including, but not limited to, the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further understand that participating in the Program may involve other risks and dangers, whether known or unknown nor reasonably foreseeable, including the following: physical activities (e.g., running, walking, hiking, climbing stairs); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); consumption of food and/or beverage, fire, drowning, or other emergency.
3. I fully understand the scope of the activities and the risks involved. I voluntarily accept and assume all risks of injury, loss of life, or damage to property arising out of my Child’s participation in the Program.
4. I hereby release and fully discharge IU, including its officers, employees, and agents, from any and all claims or causes of action, including all liability for damage to personal property or personal injury which may result from my Child’s participation in the Program, that may be brought by me or my Child or for any injury or loss that my Child may suffer while participating in the Event to the fullest extent permitted by law.
5. I further release, indemnify, and hold harmless IU, including its officers, employees, and agents, from and against any and all liability, actions, debts, claims, and demands of every kind whatsoever, including, but not limited to, any claim for Third Party negligence and/or any present or future claim, loss, or liability for which my Child may be liable to any other person or to IU that arises out of my Child’s participation in the Program.
6. In the event of an accident or serious illness, I hereby authorize representatives of IU to obtain medical treatment and transport for my Child on my behalf. I waive my right to receive informed consent prior to such transportation or treatment. I hereby hold harmless and agree to indemnify IU from any claims, causes of action, damages and/or liabilities, arising out of or resulting from the medical treatment or transport. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Program.
7. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Program that purports to establish the venue for any litigation arising from this Program, I agree that I will file no action against The Trustees of Indiana University or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Program, in any court other than the Circuit Court of Monroe County, Indiana.

8. I understand and agree to all of the terms of this Agreement. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am willingly signing this document. My signature on this document is intended to bind not only myself and my Child, but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.

Child's Name (Print): _____ Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____ Date: _____