

**ACTIVITY AND PARTICIPANT INFORMATION • PLEASE PRINT**

|               |                                  |              |                                  |
|---------------|----------------------------------|--------------|----------------------------------|
| ACTIVITY      | Click or tap here to enter text. | DATE(S)      | Click or tap here to enter text. |
| NAME          | Click or tap here to enter text. | DOB          | Click or tap here to enter text. |
| EMAIL ADDRESS | Click or tap here to enter text. | PHONE NUMBER | Click or tap here to enter text. |

IF THE PARTICIPANT IS **UNDER 18 YEARS** OF AGE, A PARENT OR LEGAL GAUARDIAN MUST AGREE TO AND INITIAL THE FOLLOWING CLAUSES AND THEN SIGN BELOW.

IF THE PARTICIPANT IS **OVER 18 YEARS** OF AGE, THE PARTICIPANT MUST AGREE TO AND INITIAL THE FOLLOWING CLAUSES AND THEN SIGN BELOW.

CAUTION: READ BEFORE SIGNING. THIS IS A RELEASE AND LIABILITY WAIVER.

**IN CONSIDERATION OF BEING PERMITTED TO VOLUNTARILY PARTICIPATE IN ANY WAY IN THE ABOVE-DESCRIBED ACTIVITY (HEREINAFTER CALLED THE "ACTIVITY") AND USE CERTAIN FACILITIES AND PROPERTY OF ANDERSON UNIVERSITY IN RELATION TO THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, CERTAIN PROPERTY, FIELDS, BUILDINGS, RESIDENCE HALLS AND EQUIPMENT (COLLECTIVELY TERMED HEREIN "FACILITIES"), I, FOR MYSELF (AND/OR MY MINOR CHILD), THE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS OF THE UNDERSIGNED, DO HEREBY COVENANT NOT TO SUE ANDERSON UNIVERSITY, THE BOARD OF TRUSTEES OF ANDERSON UNIVERSITY (COLLECTIVELY, HEREAFTER CALLED THE "UNIVERSITY"), ITS OFFICERS, EMPLOYEES, AND AGENTS, AND I DO HEREBY RELEASE, WAIVE, AND DISCHARGE FROM LIABILITY THE UNIVERSITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, INCLUDING THE CLAIMS ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY, ITS OFFICERS, EMPLOYEES AND AGENTS, RESULTING IN PERSONAL OR EMOTIONAL INJURY, ILLNESS, PHYSICAL DISABILITY, DEATH, PROPERTY LOSS, AND DAMAGES ARISING FROM, BUT NOT LIMITED TO, PARTICIPATION IN THE ACTIVITY OR USE OF THE FACILITIES.**

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| INITIALS | (1) I acknowledge that participation in the Activity and use of the Facilities is completely voluntary and is not required or mandated by the University.   |
| INITIALS | (2) I acknowledge that through participation in the Activity and use of the Facilities, there is a risk of personal and emotional injury, property loss, illness, physical disability, and death. I further acknowledge that the specific risks vary from one activity to another, but the risks range from (a) minor injuries such as scratches, bruises, and sprains (b) major injuries such as burns, eye injury or loss of sight, joint or back injuries, heart attack, and concussions, to (c) catastrophic injuries including paralysis, permanent disability, and death. The risk of injury from the Activity and use of the Facilities is significant. I further acknowledge that while precautions and personal discipline will minimize these risks, the risk of personal and emotional injury, property loss, illness, physical disability, or death is inherent to the Activity or use of the Facilities. |
| INITIALS | (3) I agree and acknowledge that participation in the Activity and use of the Facilities is with full and complete knowledge of the risks and dangers involved, and I agree to accept and assume all risks of any nature whatsoever, including those which may lead to personal injury, emotional injury, property loss, illness, physical disability, or death.  |
| INITIALS | (4) If any illness or injury is suffered in any way connected to participation in the Activity or use of the Facilities, if possible, I will immediately notify the University.   |
| INITIALS | (5) I understand and acknowledge that an emergency may develop which necessitates the administration of medical care. In the event of injury or illness, I authorize the University to secure appropriate treatment including the administration of an anesthetic and surgery. I understand that such treatment shall be solely at my expense. Notwithstanding this paragraph, I understand and agree that the University has no obligation to provide or seek out any medical treatment for a participant.   |
| INITIALS | (6) I understand and acknowledge that it is participant's responsibility not to exceed any guidelines that participant's health care provider has established or may establish. I understand and acknowledge that it is solely participant's responsibility to determine through consultation with their health care provider what their physical limitations are or may be and whether participant should or should not participate in the Activity or use the Facilities. I acknowledge that by participating in the Activities I am certifying that participant is physically and mentally able to do so and assume all risks associated with the Activity.  |
| INITIALS | (7) I have fully completed the electronic medical information form provided at the time of registration, and I certify that all information provided on the medical form is correct and accurate. I understand and acknowledge that by providing this information, the University is not assuming any liability, extra responsibility, or higher duty of care regarding the medical information provided.   |

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| INITIALS | (8) I have been informed and I fully understand that any information given to me by anyone on behalf of the University regarding any illness or injury is intended to be used in participant's sole discretion and for informational purposes only, especially if participant has allergies, takes any medications, or is being treated for any illness or condition. Such information is not medical advice, and I understand that I am encouraged to consult participant's own health care provider before using any such information. Should I decide to use all or any part of such information, this decision shall be entirely at my own risk.   |
| INITIALS | (9) I acknowledge and agree that the parties I am forever discharging and releasing by and through this Agreement are as follows: the University, its officers, employees, and agents (collectively, the "Released Parties").  |
| INITIALS | <b><u>(10) I VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS (INCLUDING ATTORNEY'S FEES), EXPENSES AND OBLIGATIONS OF ANY NATURE WHATSOEVER FOR ANY INJURIES, ILLNESSES, DISABILITIES, OR DEATH THAT PARTICIPANT MAY SUSTAIN AS A RESULT OF, OR IN ANY WAY CONNECTED TO PARTICIPANT'S PARTICIPATION IN THE ACTIVITY OR USE OF THE FACILITIES.</u></b>  |
| INITIALS | <b><u>(11) I, FOR MYSELF (AND/OR MY MINOR CHILD) AND FOR THE HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ANYONE ELSE WHO MIGHT MAKE A CLAIM ON MY BEHALF, AGREE NOT TO MAKE ANY CLAIM OR COMMENCE OR PROSECUTE ANY ACTION, SUIT OR OTHER PROCEEDING AGAINST ANY OF THE RELEASED PARTIES FOR ANY PERSONAL INJURY, EMOTIONAL INJURY, PROPERTY LOSS, ILLNESS, DISABILITY OR DEATH, WHETHER CAUSED BY THE RELEASED PARTIES OR OTHERWISE, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, EMOTIONAL INJURY, PROPERTY LOSS, ILLNESS, DISABILITY OR DEATH CAUSED BY OR A RESULT OF STRICT LIABILITY, OR THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES RESULTING FROM PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES.</u></b> |
| INITIALS | (12) I agree that this Agreement shall be construed and enforced in accordance with the law of the State of South Carolina, and I hereby consent to the jurisdiction of South Carolina.  |
| INITIALS | (13) I agree that if any portion of this Agreement is declared invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.   |
| INITIALS | (14) I agree that if participant intentionally, negligently, or recklessly cause any damage to the Facilities, I agree to fully reimburse Anderson University for all said damages.  |
| INITIALS | (15) I hereby consent and convey to the University all rights, title, and interest in all photographs, images, video or audio recordings of my likeness or my voice made by the University in connection with my visit. If I choose not to give consent and opt out, I must notify Anderson University's marketing department (marketing@andersonuniversity.edu) to make them aware of my request and send an up-to-date photo(s) of myself to ensure that my wishes are met.  |
| INITIALS | <b><u>(16) I UNDERSTAND AND AGREE THAT THIS DOCUMENT WILL BE USED AS A DEFENSE TO ANY AND ALL CLAIMS RESULTING FROM PARTICIPATION IN THE ACTIVITY BROUGHT BY ME, THE HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ANYONE ELSE WHO MIGHT MAKE A CLAIM ON MY BEHALF. I UNDERSTAND AND AGREE THAT THIS AGREEMENT AND THE RELEASE AND LIABILITY WAIVER CONTAINED HEREIN IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND INTENDED TO PROTECT THE RELEASED PARTIES TO THE FULLEST EXTENT POSSIBLE.</u></b>  |

I VERIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT AND THAT I ACCEPT THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I UNDERSTAND THE TERMS OF THIS AGREEMENT, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, INCLUDING MY RIGHT TO SUE.

**PARTICIPANT IS 18 YEARS OF AGE OR OLDER**

Click or tap here to add electronic signature.

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\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
PRINTED NAME OF PARTICIPANT

\_\_\_\_\_  
DATE

**PARTICIPANT IS UNDER 18 YEARS OF AGE**

I am the parent or legal guardian of the Participant with the responsibility and I hereby acknowledge and covenant that I have the authority to sign on behalf of the Participant as to all items stated above. Moreover, I provide specific consent for my child/ward to participate in the Activity. Without in any way limiting the authority and consent as stated in all items listed above, I hereby give express and specific consent to any and all medical care provided in accordance with item (5) above.

Click or tap here to enter text.

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\_\_\_\_\_  
SIGNATURE OF PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF GUARDIAN

\_\_\_\_\_  
DATE

Click or tap here to enter text.

Click or tap here to enter text.

\_\_\_\_\_  
CELL PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS