OUCARES SPRING 2015 Programs
RELEASE AND ASSUMPTION OF RISK

For: _____ (Participant Name)
In consideration of being permitted to participate in and/or observe all or any part of the Program, including without limitation the use of facilities, equipment, grounds and/or personnel and any travel associated with the Program, Participant understands, acknowledges, agrees, represents and warrants that:

(1) Voluntary Participation. Participation in and/or observation of all or any portion of the Program is voluntary and Participant may refuse to observe or participate at any time.

(2) Assumption of Risk. Participation in and/or observation of the Program or any portion of the Program may involve risks of temporary and/or permanent bodily injury, property damage, death, and other dangers. Participant voluntarily and freely assumes all such risks.

(3) Health and Safety. There are no health-related reasons or problems that preclude or restrict Participant from participating in the Program. If Participant is injured during the Program, Participant will report the injury to a Program representative and a representative of Oakland University, and any medical care needed as a result of such injury will be at Participant's expense.

Oakland University and its trustees, officers, employees, students, volunteers, agents, representatives and designees (collectively, the "University") are not obligated to attend to any of Participant's medical or medication needs during the Program, and Participant assumes all risk and responsibility therefore. The University may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding Participant's health, safety and security.

(4) Personal Responsibility. Participant is personally responsible for any loss, injury or damage caused or suffered by Participant during the Program. The University does not guarantee Participant's safety or security during the Program. Participant agrees to abide by all rules, regulations, and policies of any organization, entity, person, or facility providing services to Participant during participation in the Program and Participant shall be solely responsible for any damages resulting from their failure to do so.

Participant is responsible for his or her own medical and other insurance, equipment, supplies, personal property, and effects during the Program. Participant will be responsible for asking questions to ensure safety and security during the Program, and will observe all rules, practices, procedures and requests which may be imposed to minimize the risk of injury while participating in the Program.

Participant will reduce the risk of injury by limiting participation to reflect his/her personal fitness or comfort level, and not ingesting or using any substance during the activity which could pose a hazard to Participant or others.

Participant also understands and acknowledges that he or she is required to comply with the University's Student Code of Conduct, Code of Student Rights and Responsibilities and all other University codes, policies, rules and regulations during the Program.

Any Participant who fails to comply with such codes, policies, rules and regulations may be removed from the Program, sent home at his or her own expense and may be subject to discipline by the University.

(5) Waiver and Release. Participant, individually and on behalf of Participant's family, heirs, estate, successors, assigns and personal and legal representative(s), fully, finally, irrevocably, unconditionally and forever **WAIVES, RELEASES, and DISCHARGES** the University, its trustees, officers, employees, agents, and servants, individually and in their official and personal capacities, (collectively, the "Released Parties"), of and from any and all **CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, COSTS, CHARGES, JUDGMENTS, LIABILITIES AND RIGHTS OF EVERY KIND, NATURE AND DESCRIPTION INCLUDING WITHOUT LIMITATION, CLAIMS THAT COULD BE MADE OR ALLEGED FOR ANY HARM, INJURY, DEATH, DAMAGE, COSTS, FEES AND EXPENSES OF ANY NATURE ACTUALLY OR ALLEGEDLY ARISING OUT OF OR RELATING IN ANY WAY TO THE PARTICIPANT'S TRAVEL TO, FROM OR DURING THE PROGRAM, OR PARTICIPATION IN AND/OR OBSERVATION OF THE PROGRAM, DELAY, MODIFICATION, CURTAILMENT OR CANCELLATION OF THE PROGRAM FOR ANY REASON, WHETHER CAUSED BY NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES OR ANY OTHER CAUSE AND PARTICIPANT CONSENTS TO, AND RELEASES ANY CLAIMS RELATED TO, THE UNIVERSITY'S USE AND/OR REPRODUCTION OF ANY PHOTOGRAPH AND/OR LIKENESS OF PARTICIPANT IN UNIVERSITY PUBLICATIONS OR OTHER UNIVERSITY MEDIA, ADVERTISING MATERIALS, OR ILLUSTRATIONS.**

(6) Indemnity. Participant will **INDEMNIFY, DEFEND and HOLD HARMLESS** the University from any and all **CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, COSTS, CHARGES, JUDGMENTS, LIABILITIES AND RIGHTS OF EVERY KIND, NATURE AND DESCRIPTION INCLUDING WITHOUT LIMITATION, CLAIMS THAT COULD BE MADE OR ALLEGED FOR ANY HARM, INJURY, DEATH, DAMAGE, COSTS, FEES AND EXPENSES OF ANY NATURE ACTUALLY OR ALLEGEDLY ARISING OUT OF OR RELATING IN ANY WAY TO PARTICIPANT'S ACTIVITIES, ACTS AND/OR OMISSIONS DURING THE PROGRAM, INCLUDING WITHOUT LIMITATION PERIODS OF TRAVEL.**

(7) Signature. Participant has carefully read and understands completely the above provisions and voluntarily signs this Release and Assumption of Risk agreement. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made to obtain Participant's signature. This Release and Assumption of Risk agreement will be governed by the laws of the State of Michigan which will be the venue for any lawsuits filed under or incident to this agreement or to the Program. If any portion of this agreement is held invalid, such portion will be considered severed from the agreement and the remainder of the agreement will continue in full force and effect.

Participant's Signature: _____ ***Date:*** _____

I hereby warrant and represent that I am the parent or legal guardian of the Participant. I am hereby providing permission for him/her to participate in the Program, and agree to be responsible for his/her behavior during the Program. I have read, approved and agree to this Release and Assumption of Risk Agreement in its entirety on behalf of myself and for the Participant.

Parent/Guardian Signature: _____ ***Date:*** _____