

Undergraduate Student Government Assumptions of Risk / Release of Liability Form Disclosure

I, _____, (Student) understand and agree that the Undergraduate Student Government, an organization of University students, conducts activities which involve certain risks or injury and that regardless of the precautions taken by the Undergraduate Student Government or others some bodily injuries could occur.

The activities of the Undergraduate Student Government include but are not limited to:

-Traveling via charter bus to and from Michigan Technological University for an academic break.

Assumption of Risk

Knowing that traveling by bus or any vehicle may involve risks of injury, but wanting to participate in the activity, I assume all risks of injury, including death, and the costs, results of, or impairments resulting from injury and or death that might occur while participating.

Release and Agreement to Hold Harmless

Knowing the risks of foreseeable or unforeseeable injuries that will be present and in consideration of my participation in the activities of this student organization I expressly and knowingly release and discharge the Undergraduate Student Government, its representatives, officers, advisors and agents and Michigan Technological University, its Board of Trustees, officers, and employees from any and all claims, costs, damages and causes of action for property damage, bodily or personal injury or death sustained by me arising out of or in connection with any activity conducted by the Undergraduate Student Government whether conducted on University property or elsewhere, including any injury caused or alleged to be caused by the negligence of the Undergraduate Student Government or the University.

I voluntarily and knowingly agree to protect, hold harmless and indemnify the Undergraduate Student Government, its representatives, officers, advisors and agents, and Michigan Technological University, its Board of Trustees, officers, and employees against all claims, demands, costs, judgments, awards, or causes of action for or arising out of or in connection with property damage, personal or bodily injury, or death, including defense costs and actual attorney's fees, arising out of or in connection with my participation in the activities of the Undergraduate Student Government.

Participant acknowledges that the Undergraduate Student Government is a separate and distinct student organization. It and Michigan Technological University are separate legal entities and neither has control over or is obligated or responsible for the conduct of the other. Michigan Technological University is not the sponsor of or responsible for the activities of the Undergraduate Student Government or any activities conducted by the Undergraduate Student Government even though such activities might be conducted on property owned by the University.

Release of Responsibility for the Individual

In addition, I understand that the Undergraduate Student Government and Michigan Technological University are not responsible for the actions of myself and the management of my travel. I acknowledge that it is the responsibility of the passenger to arrive on time to both the departure location at Michigan Technological University and one of the locations established as a pick up point on the bus route. I acknowledge that the Undergraduate Student Government, its representatives, officers, advisors and agents and Michigan Technological University, its Board of Trustees, officers, and employees are not responsible for my personal prompt arrival at the designated pick up locations. Furthermore I acknowledge the responsibility for departure from the bus is my responsibility, and that failure to leave the bus at the preferred location shall not be held responsible to the Undergraduate Student Government, its representatives, officers, advisors and agents. I acknowledge that failure to attend promptly to arrival and departure of pick up and drop off for the bus will not result in a refunded ticket.

In addition I understand that the Undergraduate Student Government, its representatives, officers, advisors and agents and Michigan Technological University, its Board of Trustees, officers, and employees are not responsible for my personal property and its management. That the Undergraduate Student Government, its representatives, officers, advisors and agents and Michigan Technological University, its Board of Trustees, officers, and employees are not responsible for lost, found, or abandoned property found at pick up/drop off locations or on the bus. I acknowledge that I am responsible for the handling and securing of my personal property and should not leave their personal belongings and valuables unattended.

Consent to Treatment

In addition, I understand that the Undergraduate Student Government or the property owner may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any emergency medical treatment that may be required during my participation in activities of the Undergraduate Student Government with the understanding that the cost of any such treatment will be my responsibility. The Undergraduate Student Government does not carry medical or accident insurance for the activities mentioned unless the participants are informed otherwise. I am fully aware that I am not covered under any accident and/or health insurance plan of Michigan Technological University. I will be fully responsible for any medical care, treatment or other expenses arising out of any injury and have been advised to obtain appropriate insurance coverage.

I have read the agreement and have willingly signed with a full understanding of its purpose. I understand that I do not have to participate and travel on the bus chartered by the Undergraduate Student Government and may elect to participate or not to. If I choose to do so I will be bound by the terms of this document which involve a release and waiver of my rights and additional obligations if I suffer any injury. Participant represents that they are eighteen (18) years of age or older and is otherwise competent to execute this agreement, or that their legal guardian is also signing.

NAME (Please print) _____

DESTINATION DROP OFF POINT _____

PHONE NUMBER _____

EMERGENCY CONTACT NAME _____

EMERGENCY CONTACT PHONE NUMBER _____

DATE OF BIRTH (MM/DD/YYYY) _____

SIGNATURE _____ *DATE SIGNED (MM/DD/YYYY)* _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN (If participant is under 18)

The undersigned states that they are the parent or legal guardian of the above minor and has authority to sign this document in that capacity and on behalf of the minor. I understand that by signing I am releasing and obligating not only on behalf of the minor but I am also releasing any rights or damage claims that I individually may have in the event of any injury or death to the participant.