KENT STATE UNIVERSITY
HOLD HARMLESS AGREEMENT AND RELEASE

I, __________________________, the undersigned, am 18 years of age or older and therefore an adult according to the law of the state of Ohio, (if under the age of 18, a parent must sign on the child’s behalf) am registered to participate in the following __________________ (“activity”), offered by Kent State University (“University”). The activity will take place from ___________ to ___________.

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, as an elective, my participation in this activity is entirely voluntary. 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 including following any safety training provided, and wearing all necessary protective gear if required. I also understand the inherent dangers involved in interstate travel and utilizing transportation on other roadways and have accepted transportation with full knowledge and understanding of these risks. 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 and that I am giving up substantial rights including my right to sue. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I acknowledge that I am signing the agreement freely and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Signature __________________________ Date: ___________ Witness 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. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further agree to indemnify Kent State University, its agents, officers and employees against any action brought against KSU by the above-named Participant, including but not limited to an action brought by him or her 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: ___________