

**RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK,  
AND WAIVER**

**READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELEASE THE UNIVERSITY OF PORTLAND AND ITS REPRESENTATIVES FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION OR YOUR MINOR CHILD'S PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST THE UNIVERSITY AND ITS REPRESENTATIVES WHICH MAY ARISE FROM SUCH ACTIVITIES.**

**PARTICIPANT'S FULL NAME:** \_\_\_\_\_

**DATE OF BIRTH (MO/DAY/YR) AND AGE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**LOCATION OF ACTIVITY(IES):** \_\_\_\_\_

**DATE(S) OF ACTIVITY(IES):** START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

Check one:      **STUDENT** OR  **NON-STUDENT**

**DESCRIPTION OF ACTIVITIES:**

**POTENTIAL RISKS INCLUDE BUT ARE NOT LIMITED TO:**

I, or I on behalf of my minor child, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of the their possible liability without fault. I acknowledge that I am exercising my own free choice to participate voluntarily in the above-named activity, and am promising to take due care during such participation. I acknowledge that I have been informed of the nature of the activity and that I am aware of the hazards and risks which may be associated with my participation in the above-named activity, including the risks of bodily injury, death, or damage to property which may occur from known or unknown causes.

In consideration of the University of Portland (the "University") permitting me or my minor child to enroll and participate in this activity, I, or I on behalf of my minor child, hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- I WAIVE, RELEASE, AND DISCHARGE, THE UNIVERSITY, AND ITS REGENTS, ITS INDIVIDUAL DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AND ANY OTHER PERSONS OR ENTITIES ACTING ON ITS BEHALF, AND THE SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING FROM THE NEGLIGENCE OR FAULT OF THE ENTITIES OR PERSONS RELEASED, FOR MY OR MY CHILD'S DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OR INJURY OF ANY KIND WHICH MAY HEREAFTER OCCUR TO ME OR MY CHILD; and
- I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons released above from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of releasee or releasees or otherwise. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage sustained through my participation in normal or unusual acts associated with the above-named activity.

The Release From Responsibility, Assumption of risk, and Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release From Responsibility, Assumption of Risk, and Waiver.

**READ, UNDERSTOOD, AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

Signature of Participant whose printed name appears above:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**If participant is under the age of 18, his or her parent or legal guardian must also sign:**

I, (printed name) \_\_\_\_\_, warrant and represent that I am the parent or legal guardian of the participant who has signed above. Acting in such capacity, I have read and I understand the provisions of this document, I consent to the participant taking part in the course described above, and I fully enter into and agree, individually and on behalf of the participant, to the terms of the above Release From Responsibility, Assumption of Risk, and Waiver. I further agree to save and hold harmless and indemnify each and all of the released persons or entities referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said persons or entities on behalf of the participant and the parents or legal guardian.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date