



**Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue**

PLEASE PRINT

Activity Information	
Group: Oregon Athletic Bands	Date(s): September 2, 2017
Activity: Pick-Up Band 2017	
Activity Description: The September 2nd home football game occurs before the OMB band camp has begun. In order to have music at the game, we compile a Pick-Up Band of current OMB members, OMB alumni, and high school students who are interested in joining the OMB.	
Activity Leader (name, title and phone number): Anna Frazer, Administrative Coordinator of Athletic Bands, 541-346-2138	
Department: music	

Participant Information	
Name:	Date:
Email address:	Phone number:
Emergency Contact (name and phone number):	

In consideration of being permitted to participate in any way in the above-described activity (hereinafter called the "Activity"), I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the State of Oregon, the Board of Trustees of the University of Oregon, and the University of Oregon (collectively, hereafter called the "University"), their officers, employees, and agents from liability from any and all claims including the negligence of the University, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Activity.

Name of Participant (please print legibly): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**Assumption of Risks:** Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation in the Activity is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY, DEFEND, AND HOLD the University and its officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

**Medical Treatment Authorization:** I understand 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 me.



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**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.**

Name of Participant (please print legibly): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

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

NAME OF PARENT OR LEGAL GUARDIAN (please print legibly): \_\_\_\_\_

PARENT OR LEGAL GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_