

Marshall University  
College of Arts and Media  
School of Art & Design  
Liability Release and Assumption of Risk

Release executed by \_\_\_\_\_ (full legal name of participant),  
whose address is \_\_\_\_\_  
to Marshall University and Its Board of Governors.

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1. I desire to participate in the following activity/trip : \_\_\_\_\_ ( hereafter known as "the activity") on \_\_\_\_/\_\_\_\_/\_\_\_\_. I fully understand and appreciate the dangers, hazards and risks inherent in the activity, in the transportation to and from the activity (if applicable), and in any additional activity I undertake as an adjunct to the activity, which may include but are not limited to \_\_\_\_\_ (if necessary, describe in more detail & attach itinerary or description), and which also could include serious or fatal injuries and/or property damage. I acknowledge and accept my roommate request and/or assignment.
2. Knowing the dangers, hazards and risks of such activities and in consideration of being permitted to participate in the activity, on behalf of myself, my family, heirs and personal representative(s), I agree to assume all the risks and responsibilities surrounding my participation in the activity, the transportation, and independent research or activities undertaken as an adjunct thereto. In advance, I release, waive, forever discharge and covenant not to sue the college, its governing board, officers, agents, employees, and any student acting as employees (hereafter known as "the releases") from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or relation to any loss, damage, or injury including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the releases, or otherwise, while in or upon, or in transit to or from the premises where the activity or any adjunct activity occurs or is conducted.
3. I understand and agree that the releasees may not have medical personnel available at the location of the activity. I understand and agree that the releasees have permission to authorize emergency medical treatment if necessary, and that such action by the releasees is subject to the terms of this agreement. I understand and agree that the releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized medical emergency treatment.
4. It is my expressed intent that this release agreement shall bind the members of my family if I am alive, and my estate, family, heirs, administrator(s), personal representative(s) or assign(s) if I am deceased, and shall be deemed as a "release, waiver, discharge and covenant" not to sue the releasees. I further agree to save and hold harmless, indemnify and defend the releasees from any claim by me or my family arising out of my participation in the activity.
5. In signing this release, I acknowledge and represent that I have thoroughly read and fully informed myself of the content of this release and that I sign this document out of my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement have been made. I understand that the college does not require me to participate in the activity, but I choose to do, despite the possible dangers and risks and despite this release. I further state that I am at least 18 years of age and fully competent to sign this agreement. If I am not at least 18 years of age, then I understand that my parent/guardian is required to sign this agreement in addition to me providing my signature. Furthermore, I execute this release for full, adequate and complete consideration fully intending to be bound by the same. I further state that there are no health related reasons or problems, which prelude or restrict my participation in the activity and that I have adequate health insurance and/or I am responsible to provide for and pay any medical costs that may be attendant as a result of injury to me, including those authorized by the University.
6. I further agree that this release shall be construed in accordance with the laws of the state of West Virginia, Marshall University, Its Board of Governors, the College of Arts Media, and the School of Art & Design. If any term or provision of this release shall be held illegal, unenforceable or in conflict with any law governing this release, the validity of the remaining portions shall not be affected thereby.

**This is a release of legal rights. Read and be certain you understand it before signing.**

Student/participant

Witness

Signature/Date: \_\_\_\_\_

Signature/Date: \_\_\_\_\_