

ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AGREEMENT

In consideration of the services provided by Northwest Missouri State University, its board, agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as the "University") in conjunction with participating in outdoor education and/or recreation opportunities at Mozingo Outdoor Education Recreation Area (the "Event"), I hereby agree to release, hold harmless, and discharge the University, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the Event entails known and unanticipated risks, which could result in physical or emotional injury, sickness, paralysis, death, or damage to myself, to property, or to third parties. The Event is based on the "challenge by choice" principle and the Event involves strenuous physical activity. At any time you and/or your group are free to withdraw from participation in the Event. The risks include, among other things, slips, falls and falling, rope burns, pinches, scrapes, twists, jolts, firearms, ammunition, projectiles, loud noises, water sports, and that could result in scratches, bruises, sprains, lacerations, fractures, concussions, impalement, hearing damage, drowning, sickness, paralysis, or death. During the Event, there may be contact with plants, animals, or insects that could create hazards such as stings, allergies, and associated diseases. I understand that such risks simply cannot be eliminated.
2. I understand that some or all of the Event will take place on property that is not owned by the University, including travel to and from the Event. I understand that some portions of the Event will not be supervised by University personnel.
3. I agree to follow all rules and policies of the Event. I further understand that the University may ask me to leave the Event immediately for failing to adhere to any rule or policy, in the sole discretion of the director(s) of the Event.
4. I expressly agree and promise to accept and assume all of the risks existing in the Event. My participation in this Event is purely voluntary, and I elect to participate in spite of the risks. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I hereby give my consent for any medical treatment that may be required, as determined by a medical professional, during my participation in the Event, with the understanding that the cost of any such treatment will be solely my responsibility.
5. **I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against the University that relate in any way to my participation in the Event, or any other activity I undertake at MOERA, including transportation to and from the Event.** I further agree to indemnify and hold harmless the University from any and all claims, demands, causes of action, or attorney's fees arising from my negligence or willful acts while participating in the Event or any other activity at MOERA.
6. Should the University or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I understand that the University does not maintain an insurance policy that would provide coverage in the event that I am injured during the Event or cause any injury during the Event. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.
8. I understand that the University may photograph, film, and/or record ("Medium") my participation in the Event. I authorize the University to use Medium and my likeness in conjunction with any University marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that I will not be compensated in any way for such use.

In the event that I file a lawsuit against the University, I agree to do so solely in the state of Missouri, and I further agree that the substantive law of that state shall apply in that action without regard to conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement. I further certify that I have read and understood it, and I agree to be bound by its terms.

I further understand that this document contains a negligence waiver and indemnification provisions. I further understand that this document may bar a lawsuit or any other legal claim that I may have against the University.

Signature of Participant: _____ Print Name: _____
Address: _____
Phone: _____ Date: _____

DATE/PERIOD/SEMESTER OF EVENT: _____