

**Northwest Missouri State University Waiver of Liability Agreement**

**BRING WITH YOU OR RETURN TO UBMS BY YOUR FIRST SATURDAY ACADEMY VISIT**

**ASSUMPTION OF RISK, COVENANT NOT TO SUE, RELEASE,  
AND WAIVER OF LIABILITY AGREEMENT**

**(YOUTH PARTICIPANT FORM)**

In consideration of the services provided by Northwest Missouri State University, its board, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (collectively, "UNIVERSITY") in conjunction with the UPWARD BOUND MATH/SCIENCE program ("Event"), I hereby agree to release, hold harmless, covenant not to sue, and discharge UNIVERSITY, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. \_\_\_\_\_ ("Minor") will participate in the Event. I understand that the Upward Bound Math/Science program will have four Saturday Academies each year involving participating in sessions on campus and traveling to other colleges for campus visits. I understand that some of such activities will not take place on Northwest Missouri State University property.
2. I acknowledge that Minor's participation in Upward Bound Math/Science entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to Minor, to property, or to third parties. I understand that such risks include activities at and away from UNIVERSITY. I understand that such risks simply cannot be eliminated.
3. I acknowledge that the unlawful possession/consumption/use/distribution of alcohol or any controlled substance, including the unauthorized possession/consumption/use/distribution of prescription medications, is strictly prohibited. I agree that any violation of this policy may result in Minor's immediate removal from Upward Bound Math/Science. I understand that UNIVERSITY will not store or administer prescription medication(s) for Minor. If Minor will be in possession/utilize medication(s) during Upward Bound Math/Science, I hereby represent that I have explained to Minor the Event's policy on alcohol and controlled substances. I further represent that I have discussed with Minor the proper use/administration of the medication(s), including frequency and dosages. I understand and agree that Minor is solely responsible for storing/administering any medication(s) as directed by Minor's physician or healthcare professional.
4. I expressly agree and promise to accept and assume all of the risks associated with Minor participating in Upward Bound Math/Science. Minor's participation in Upward Bound Math/Science is purely voluntary, and I elect to allow Minor to participate despite the risks. If Minor is injured during Upward Bound Math/Science, I hereby give my consent for UNIVERSITY to contact appropriate medical professional(s) and further consent to any medical treatment that may be required, as determined by a medical professional. I understand that the cost of any such treatment will be Minor's or my sole responsibility; UNIVERSITY will not be responsible for any cost related to such treatment in any way. I also understand that UNIVERSITY will not be responsible for any medical treatment that Minor receives.
5. I hereby voluntarily release, waive, covenant not to sue, and forever discharge any and all claims of negligence against UNIVERSITY that relate in any way to any activity Minor undertakes in conjunction with Upward Bound Math/Science, including transportation to, during, and from the Event.
6. Should 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 UNIVERSITY does not maintain an insurance policy that would provide coverage if Minor is injured during the Event or causes any injury during Upward Bound Math/Science. I certify that I have adequate insurance to cover any injury or damage Minor may suffer or cause while participating in Upward Bound Math/Science, or else I agree to bear the costs of such injury or damage myself.
8. I understand that UNIVERSITY may photograph, film, and/or record ("Medium") Minor's participation in Upward Bound Math/Science. I authorize UNIVERSITY to use Medium and Minor's likeness in conjunction with any UNIVERSITY marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that neither Minor nor I will be compensated in any way for such use.

In the event that I file a lawsuit against UNIVERSITY, I agree to do so solely in the State of Missouri, and I further agree that the substantive law of Missouri shall apply without regard to conflict of law rules. 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 and agree to be bound by its terms.

I further acknowledge that this document contains a negligence waiver and indemnification provisions.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_