

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT ("Agreement")**

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the _____ ("Program"), scheduled for _____. In consideration for being permitted to participate in the Program, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and that the Program is unsupervised.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with University of Detroit Mercy ("UDM") Student Handbook. I further agree to abide by all the rules and requirements of the Program, and all applicable federal and state laws. I grant UDM the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group or violates any rule of the Program.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **hereby release, waive, discharge, and covenant not to sue** UDM, its Board of Trustees, directors, officers, employees and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **regardless of whether the injury, damage or death is caused by the negligence of the Releasees or otherwise.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from the Program; local transportation; getting arrested; being held in jail; consumption of food; weather conditions; criminal activities; terrorist activities; negligent or willful acts of other participants; negligent first aid operations or procedures of Releasees; and other risks that are unknown at this time. **I knowingly and voluntarily assume all such risks, both known and unknown, even if arising from the negligence of Releasees,** and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that may arise as a result of my participation in the Program, **regardless of whether the injury, damage or death is caused by the negligence of the Releasees or otherwise.**

CHOICE OF LAW/SEVERABILITY: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Michigan and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any

portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

HEALTH/SAFETY: I am aware of all applicable personal medical needs, and I am unaware of any health-related reasons or problems which preclude or restrict my participation in the Program. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I understand and agree that UDM is not obligated to attend to any of my medical or medication needs during the Program, and I assume all risk and responsibility of the same. If, during the Program, I require medical treatment or hospital care, in a foreign country or in the United States, UDM is not responsible for the costs or quality of such treatment or care. I also understand and agree that if I am arrested during the Program, UDM will not provide me with bail money, attorney's fees, new travel arrangements, local accommodations, or any other benefit not arranged prior to the Program. I agree that UDM may, but is not obligated to, take any actions it considers necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release UDM from any liability for any actions it may take.

I have read this Agreement and fully understand its terms. I am aware that this Agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify the Releasees. I understand I have given up substantial rights by signing this Agreement, and sign it freely and voluntarily without any inducement. I am at least 18 years of age and fully competent; I execute this Agreement for full, adequate and complete consideration fully intending to be bound by it.

Signature of Participant

Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or I am the legal guardian of Participant by court order. I have read this Agreement and fully understand its terms. I am aware that this Agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify the Releasees. I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date