

## OUMRC Waiver, Release and Indemnification Agreement

I understand that Ohio University (“the University”) and the Ohio University Motorcycle Riding Club (“OURMC”) are sponsoring events (“The Event or Events”) during the 2013-14 school year. These events include OUMRC-organized or led motorcycle group rides, overnight motorcycle group rides, field trips to local and distant locations, meetings. These events include all travel to and from the destination or destinations.

In consideration for permission to participate in these events, I knowingly and voluntarily:

- acknowledge that there are risks and hazards which may arise from participation in the Event and that these risks and hazards may result in injury, death, damage to and/or loss of property;
- acknowledge that my participation in the Event is entirely voluntary;
- acknowledge that the Ohio University Student Code of Conduct applies to me while participating in the Event;
- acknowledge that the University and OUMRC, to include its members, advisors, and participants, are not legally responsible for my personal safety or the safety of my property during the Event;
- represent that I am not aware of any medical reason why I should not participate in the Event;
- acknowledge that any University personnel or agents participating in the Event are not necessarily medically trained to care for any physical or medical problems of individuals participating in the Event;
- represent that I have adequate health and hospitalization insurance for any injuries that I may receive as a result of my participation in the Event;
- agree to follow all the safety procedures and instructions of the Event coordinators, organizers, leaders, or advisers; and
- represent that, if I am required to perform any tasks as part of or in relation to the Event, I have the capability to perform them.
- represent that I hold a valid driver’s license with a valid motorcycle endorsement
- represent that in Events where I choose to ride a motorcycle that said motorcycle is in safe operating condition, and
- represent that in Events where I choose to ride a motorcycle, should I incur a traffic violation or citation, that I am solely responsible for that citation.

In consideration for permission to participate in the Event, I, on behalf of myself, my heirs and assigns, knowingly and voluntarily assume all risks associated with the Event, assume full responsibility for any losses, damages or personal injury, including death, that may be sustained by me as a result.

I further release and forever discharge the University and the OURMC and its trustees, officers, employees, and agents from all legal claims for injuries, damages, or losses of any kind, which may arise out of my participation in this program, to the fullest extent permitted under law, including claims of negligence on the part of the University, but not for injuries, damages or losses resulting from the University’s gross negligence, or willful or wanton conduct.

I further agree to indemnify and hold harmless the University, the OUMRC, its trustees, officers, employees and agents for any injury, damage, or losses of any kind, including court costs and attorneys’ fees that may result from my negligent or intentional act or omission while participating in the Event. This Waiver, Release and Indemnification Agreement shall be construed in accordance with the laws of the State of Ohio.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, WHETHER OR NOT KNOWN OR ANTICIPATED, THAT OCCURS WHILE PARTICIPATING IN the Event AND THAT IT OBLIGATES ME TO INDEMNIFY THE UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS FOR ANY LIABILITY FOR ANY INJURY, DAMAGE OR LOSSES OF ANY KIND CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION WHILE PARTICIPATING IN THE EVENT OR EVENTS.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Recognizing the possibility of injury, including death, damage or loss resulting from the Event and for the University and the OUMRC for accepting the participant for the Event, I hereby release, discharge and/or otherwise indemnify the University, and its trustees, officers, employees and agents against any claim by or on behalf of the participant as a result of the participant's participation in the Event. I further warrant that I am authorized to sign the form on behalf of the participant.

Parent/Legal Guardian Parent/Legal Guardian

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(If Participant is under 18 years old) (If Participant is under 18 years old)

Witness Signature: \_\_\_\_\_

Witness Printed Name: \_\_\_\_\_