

ACTIVITY RELEASE FORM

Organization Name: _____

Specific Activity: _____ Date of Activity: _____

Participation in activities of any type is at your own risk. Participation in activities may expose you to risks of physical harm and loss of or damage to your personal property. Insurance is not provided to cover your medical expenses for injuries or losses sustained by you in the course of your participation in the above activity or for damage to your personal property. It is strongly recommended that you obtain personal insurance and that you assure that any injuries or losses you may sustain are covered thereby, or you may be personally liable for any such expenses you may incur as a result of your participation in the above activity. **In consideration of permission to participate in the above activity, you:**

1. Agree that prior to use of facilities, you should inspect the facilities and equipment to be used, and if you believe anything is unsafe, you should immediately advise the appropriate party of such condition and not use the facilities and equipment until such condition is corrected.
2. Fully understand, expressly acknowledge, and agree that you will be engaging in an activity that is dangerous and involves risk of property damage and personal injury, including possible permanent disability or death, and serious economic losses that may result not only from your own actions, inactions or negligence but also from the actions, inactions or negligence of others, the rules of participation, or the condition of the premises and equipment used, and that there may be other unknown or unforeseeable risks.
3. Agree to assume all the foregoing risks and accept personal responsibility for any damages arising from any resulting loss or injury, including permanent disability or death.
4. State that you are in proper physical condition to participate in the event.
5. Release, waive, discharge and covenant not to sue Embry-Riddle Aeronautical University, and any subdivision, trustee, officer, employee, or agent thereof for any loss, injury, damage or liability arising from your participation in the above activity.
6. Agree to defend, hold harmless, and discharge Embry-Riddle Aeronautical University, and any subdivision, trustee, officer, employee, or agent thereof for any and all liability, claims and demands of whatever kind or nature made by, on behalf of, or in relation to your participation in the above activity arising from, connected with, or related to your participation in the above activity on or about the date thereof, whether such injuries or losses are alleged to be caused in whole or in part by the negligence of the released parties, and shall pay or reimburse Embry-Riddle for all such claims and expenses on demand of Embry-Riddle.
7. Agree that any disputes arising from, related to, or connected with this activity shall be exclusively subject to the laws, jurisdiction, and venue of Yavapai County, Arizona, and that any such disputes shall be resolved by mediation. In the event that mediation fails to resolve the issue, the dispute shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association.
8. Agree that any part of this release deemed unenforceable for any reason by any authority with jurisdiction over it shall be severed from this document, and the remaining terms shall remain in full force and effect.

I have read, understood, and agreed to the terms of this release and waiver of liability, and voluntarily participate in

