

## Marietta College

### STUDENT ACTIVITIES WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration to participate in any and all activities of CAMP 2019 and by the Office of Campus Involvement, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes organization, Marietta College, the Marietta College Board of Trustees, and their members, officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES or INDEMNITEES) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while participating in such activities by said student organization, while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with activities of this organization, and I choose to voluntarily participate in the activities of this student organization with full knowledge that the activities may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. **I agree to indemnify and hold harmless INDEMNITEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation in the activities of this student organization, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.**

3. NO INSURANCE. I understand that RELEASEES may or may not maintain any insurance policy covering any circumstance arising from my participation in the activities of this student organization or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Organization may not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so organization, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.

4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Ohio.

5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in activities of this student organization with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence,**

***negligence per se, statutory fault, or strict liability of RELEASEES.*** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

6. VOLUNTARY SIGNATURE. In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; organization has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself from its terms and the associated risks of the activities of the student organization by simply not being a member of the student organization. I further understand this is a voluntary, extracurricular activity; therefore it is not required for me to obtain college credits and not participating in this student organization will in no way hinder my ability to obtain a degree from the college. While I understand alternative activities are available to me that do not have the risks associated with this student organization I still desire to voluntarily engage in this activity.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.  
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

**SIGNED THIS DATE** \_\_\_\_\_ / \_\_\_\_\_ / 2015 \_\_\_\_\_

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

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

**Participant's Date of Birth:** \_\_\_\_\_

**Parent or Legal Guardian Signature:** \_\_\_\_\_

(If Participant is under 18 years old)

**Parent or Legal Guardian Printed Name:** \_\_\_\_\_

(If Participant is under 18 years old)

**This document should remain on file for two years in the Office of Campus Involvement.**

**In case of emergency, contact:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_ **at the following number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_**

**Health Insurance Company Name** \_\_\_\_\_

**Policy Number** \_\_\_\_\_

***If driving:***

**Automobile Insurance Company Name** \_\_\_\_\_

**Policy Number** \_\_\_\_\_

**Please list any special services you may require due to an existing medical condition or physical disability:**

\_\_\_\_\_

\_\_\_\_\_