

Release and Indemnity Agreement ("Agreement")

Program: _____ Program Date: _____

Participant: _____ Age (at time of program): _____

PURPOSE

This Agreement is to be signed by each Participant (or the parent/guardian of any Participant under the age of 18) involved in the Program. In consideration of the educational, social, recreational, and other benefits to be provided, the receipt and adequacy of which is acknowledged, Participant agrees as follows.

TERMS OF AGREEMENT

1. I understand that my participation in the activities of the Program involves t risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation:
 - Activities potentially related to the Program;
 - Travel risks such as accidents, crashes, and risks from autos operated by UAH as well as autos operated by other individuals or entities, poorly maintained streets, sidewalks, as well as criminal acts that can result in serious injury or death;
 - Premises risks, including those that may be owned by others and risks from water, such as drowning;
 - Injury risks from falls, collisions, or accidents (such as cuts, bruises, torn muscles, sprains, broken bones, etc.);
 - Outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others involved in the Program (such as transmitted illnesses or others' actions);
 - Health risks, such as heart or respiratory events as well as other risks inherent in any strenuous activities, including things identified as "injury risks" herein or any health risks related to the exposure to COVID-19;
 - Equipment risks, including failure, misuse, inherent risks, and risks from non-UAH equipment; and
 - Other risks and hazards beyond the control of UAH or others.

Knowing this information and the risks related to the Program, I hereby expressly, knowingly, and voluntarily assume and accept all risks that potentially accompany participation in the Program.

2. **I DO HEREBY, IN CONSIDERATION OF SUCH BENEFITS AND OTHER GOOD AND VALUABLE CONSIDERATION, RELEASE ABSOLUTELY, FOREVER DISCHARGE,**

AND COVENANT NOT TO SUE THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA AND ITS OFFICERS, EMPLOYEES, AGENTS, AND MEMBERS OF THE SAID BOARD AND/OR UAH AND ALL ITS OFFICERS, EMPLOYEES, AND AGENTS ("UAH PARTIES") FROM AND CONCERNING ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, ACTIONS, DEBTS, AND EXPENSES OF EVERY NAME AND NATURE FOR PERSONAL AND BODILY INJURY (INCLUDING ANY RESULTING IN DEATH) OR ANY AND ALL OTHER DAMAGES WHICH I MAY SUSTAIN FROM WHATEVER CAUSE DURING, ARISING OUT OF, OR AS A RESULT OF PARTICIPATION IN THE PROGRAM OR ANY ACTIVITY CONNECTED THEREWITH. It is my intention to include the negligence of the UAH Parties or any of them within the scope of this Agreement and to except, by express limitation here stated, only wanton or willful misconduct by the same.

3. I, individually and on behalf of my heirs, successors, assigns, and personal representatives, further agree to indemnify the UAH Parties against any liability or loss sustained by any of them arising out of my said participation in the Program.
4. I do further give my consent and permission for, and waive and/or assign any and all rights to, any photographs or video tapes taken by UAH of me participating in and about the above described activity. As exclusive owner of such photographs and/or video tapes and all proprietary and copyright interests therein, UAH shall have the sole and exclusive right to control and determine the use, display, performance, reproduction, and dissemination of any such photographs and/or video tapes, including copies.
5. I understand that UAH is not responsible for providing coverage for medical expenses if I am injured during my participation in the Program. I understand that I will not be covered under any insurance policies held by UAH in the event I am injured during the Program. If requested, the Participant may be required to provide the name(s) and contract number(s) for a parent, guardian, or other party that is a reliable contact in the event of emergencies.
6. Participant agrees, for the duration of the Program, to abide by all applicable federal, state, and local laws as well as all applicable policies, rules and regulations of UAH and the Program. Further, Participant agrees to follow posted signs as well as instructions and directions of any accompanying UAH official, or other official associated with an activity involved in the Program.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama, and any dispute against UAH arising from or relating to this Agreement shall be brought to the Alabama State Board of Adjustment.

[Signature page follows]

IN WITNESS WHEREOF, I hereby agree to the terms and conditions of the Agreement.

(Signature)

Date

*If you are under the age of 18, please have your parent/guardian sign and date below. By your parent/guardian signing this Agreement, they are agreeing to its terms and conditions.

(Parent/Guardian Signature)

Date