



## Assumption of Risk, Release, Indemnification, Participation Agreement, & COVID Release

Name (Print): \_\_\_\_\_ Organization/Event: \_\_\_\_\_ Date: \_\_\_\_\_

### Parties & Consideration

- A student, Faculty, or Staff member at Southern Oregon University (SOU) 940-\_\_\_\_\_ (Print SOU ID Number)
- A member of the general public and I am eighteen (18) years of age or older

The Assumption of Risk (AoR) Form must be completed once per school year for each SOU Organization a student is a part of, or for specific events hosted by SOU. This includes students, staff, and faculty.

### Overview

- I agree to abide by the policies of SOU while engaged in the Activity, and, if I am a student, with all the provisions of the Student Code of Conduct. I further agree to comply with all safety rules and procedures presented during the Activity.
- I understand that SOU's authorized representative(s) or agent(s) has authority to revoke my participation in the Activity at any time if, in the judgment of the representative(s) or agent(s), my actions or general behavior are determined to be unacceptable or bring discredit to the university.
- If traveling with a student organization, I will have my name listed in the SOU Connect Event.
- I will operate a State of Oregon (State) motor vehicle only with SOU authorization obtained in advance;
- I will drive a personal vehicle to an SOU-related event only with SOU driver clearance obtained in advance, and with the vehicle's automobile insurance records on file with SOU.
- I understand expense reimbursement is dependent upon compliance with university policies, such as driver clearance, and fiscal procedures, including reimbursement timelines.
- I will immediately report all defective equipment and/or unsafe acts and dangerous conditions to the person(s) in charge of the event/activity.

### Statement and Assumption of Risk

Participation in the Activity can be hazardous to my health. I understand that I have an increased chance of suffering personal injury, including but not limited to bodily harm, permanent disability, dismemberment, and/or death by participating in the Activity. Injuries that I might incur include, but are not limited to the following: flesh wounds, muscular-skeletal injuries, cosmetic injuries, permanent disabilities and other injuries including death and or dismemberment. I understand that traveling to and from the Activity site may present additional risk of serious injury or death, and agree to comply with Activity requirements for the use of seat belts by vehicle passengers during travel. I voluntarily undertake the Activity and agree to accept all risk associated with my participation in this Activity.

### Release of Liability and Indemnification Statement

I understand that there are unavoidable risks involved with participation in this Activity, and I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless and release and forever discharge the State of Oregon, SOU, and their officers, employees, agents, and representatives, from any and all liability and all claims and causes of action whatsoever for any damages to or loss of property, personal illness, or injury (including death) caused by, deriving from, or associated with my participation in the Activity.

### Medical Treatment Consent

I fully understand that the Activity may occur in a remote area and that medical services may not be available. In the event of illness or injury to me, and in the event that medical services can be obtained, and if I am unable to grant permission at the time emergency treatment is required, I hereby authorize SOU by and through its authorized representative(s) or agent(s), if any, to secure any necessary treatment including the administration of an anesthetic and surgery. I agree to be the party responsible for all medical expenses that are incurred on my behalf.



### **Statement of Health**

I certify that I have neither a condition nor circumstance, such as medication, that would prevent me from participating in this Activity. If I have a question concerning my specific situation, I may ask an organizer to clarify the Activity, but ultimately the decision to participate is mine.

### **Statement of Insurance**

I am aware that the State does not provide medical insurance coverage for participation in the Activity and therefore take full responsibility for procuring my personal insurance. If I do not have insurance, I accept full, sole and exclusive financial responsibility for the cost associated with any injury or illness.

### **Furthermore**

- I understand that SOU may not have a representative(s) or agent(s) present at this Activity and the Activity maybe solely student-operated.
- In the event of an injury or death that occurs during my participation in the Activity, I hereby waive my rights of nondisclosure under the Family Educational Rights and Privacy Act, ORS 351.070(4)(e) and any other statutes or rules, and hereby consent to the release of this Agreement to the media, public or any others who inquire.
- I understand the Oregon Tort Claims Act (ORS 30.260 to 30.300) permits SOU to accept responsibility only for the acts of its officers, employees, and/or agents. SOU is prohibited from accepting any liability for the acts, omissions, or conduct of persons participating in activities. I indemnify, defend and hold harmless the State, SOU, its officers, agents, and employees from all claims, suits, or actions of any nature arising out of my participation in the above described activity, other than negligent acts of SOU, its officers, employees, and/or agents.

### **Choice of Law; Venue Selection**

In event of a lawsuit, I agree that all causes of action will be filed in Jackson County, Medford, OR and that this Agreement shall be construed in accordance with the laws of the State of Oregon.

### **Severability**

If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

### **Final Acknowledgment**

The foregoing is submitted in consideration of SOU and the department and/or program noted above allowing my participation in this Activity. I confirm that I am over 18 and I execute this document with full knowledge of the contents and consequences stated in this release.

### **WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

In consideration of being allowed to participate in Southern Oregon University's programs and related events and activities, the undersigned acknowledges, accepts, and agrees that:

1. While SOU is taking reasonable steps to follow local, state, and federal guidance intended to promote the public health and limit the spread of infection from communicable infectious diseases including but not limited to MRSA, influenza, and COVID-19, SOU cannot possibly eliminate all risk of exposure associated with participation in the Program;
2. Participation in the Program necessarily includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19 and this document has served to provide me clear and unambiguous notice of the existence of the particular risks related to communicable or infectious diseases that are associated with participation in the program;
3. While rules requiring social distancing, facial covering, and other public health measures may reduce this risk, the risk of serious illness and death does exist; and,



4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or other participants, and I assume full responsibility for my participation; and,

5. I willingly agree to comply with all SOU rules, requirements and guidance regarding SOU public health measures related to infectious diseases as a condition of participation in the Program. If, however, I experience in myself or observe in others any unusual or significant hazard during my presence or participation in the Program, I will remove myself from participation and bring such to the attention of the nearest official immediately. I understand that this obligation requires me to remove myself from participation in the Program if I am experiencing symptoms of an infectious disease; and,

6. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless and release and forever discharge Southern Oregon University, and their trustees, officers, employees, agents, and representatives (collectively, "Releasees"), from any and all liability and all claims and causes of action whatsoever for any damages to or loss of property, personal illness, or injury (including death) caused by, deriving from, or associated with participation in the Program.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this agreement, and the remainder of this agreement shall continue in full force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I FURTHER UNDERSTAND AND AGREE THAT THIS AGREEMENT MAY SUPPLEMENT, AND DOES NOT REPLACE, ANY OTHER WAIVER OR ASSUMPTION OF RISK DOCUMENTS THAT I MAY ALSO SIGN IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE PROGRAM.

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

**Date:** \_\_\_\_\_

**Emergency Contact Information**

Emergency Contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

City, State: \_\_\_\_\_ Day Phone #: \_\_\_\_\_

Evening Phone #: \_\_\_\_\_

**Medical Information**

Please list any relevant medical information you would like us to know, for example dietary restrictions, allergies, medications, illnesses, etc.

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**COMPLETE IF PARTICIPANT IS UNDER 18 YEARS OF AGE**

Parent or Guardian Indemnification Release (complete for participants under the age of 18).

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by the department and/or program noted above to participate in its activities or use its equipment and facilities, I further agree to indemnify and hold harmless and release and forever discharge the State of Oregon, SOU, and their officers, employees, agents, and representatives from any and all claims brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

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

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_