

**Tulane University Office of Orientation and Parent Programs**  
**Assumption of Risk, Waiver, and Release from Liability**

**PRINT last name:** \_\_\_\_\_

**PRINT first name:** \_\_\_\_\_

In consideration of the use of the property, facilities, and/or services of the Tulane University Office of Orientation and Parent Programs, including any travel related thereto, the undersigned agrees as follows:

- 1. Risk Factors:** The undersigned understands and acknowledges that the use of equipment and facilities provided by the Tulane University Office of Orientation and Parent Programs and participation in the **2015 EXPLORE Program** involves risk such as, but not limited to the following: risk of property damage, bodily injury and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, organization of an act or from the unavailability of emergency medical care.
- 2. Assumption of Risk:** The undersigned assumes all risks which are foreseeable and involved with or arise out of the use of the equipment or facilities, the activity itself, the acts of others, omission of an act or the unavailability of emergency care, including but not limited to those risk factors described in Section 1 above. Exception being any injuries caused by the sole or gross negligence, or willful or wanton misconduct on behalf of any officials, officers, employees, agents, or volunteers of Tulane University and the Office of Orientation.
- 3. Acknowledgement of Policies and Procedures:** The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands the safe and proper use of facilities, equipment, or participation in the activity is dependent upon carefully following such policies and procedures.
- 4. Prerequisite Skills and Training:** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability, and training necessary to properly and safely use the equipment, facilities, and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in the activity itself, then he or she shall direct such questions to the appropriate staff member on site.

**Items 1-4: Initials** \_\_\_\_\_

- 5. Release:** The undersigned releases Tulane University, Office of Orientation and Parent Programs and all of their officers, trustees, employees, and agents not to initiate litigation on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury, or property damage whether or not caused by negligence or other fault of the parties being released.
- 6. Waiver:** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
- 7. Indemnify and Defend:** The undersigned agrees to indemnify and defend Tulane University, Office of Orientation and Parent Programs and all of their officers, trustees, employees, and agents (hereinafter jointly referred to as "indemnitees") against and hold them harmless from any and all claims, causes of action, damages to or destruction of any property of the indemnitees or any others, injury or death to the undersigned or anyone else.

**Items 5-7: Initials** \_\_\_\_\_

- 8. Pay:** The undersigned agrees to pay for any and all damages to any property or indemnitees caused by the undersigned negligently, willfully or otherwise.
- 9. Representatives:** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
- 10. Consent for Emergency Treatment:** The undersigned, as a participant in the subject activity, hereby consents to medical emergency where the undersigned is unable to consent to all treatment.
- 11. Insurance:** The undersigned understands the Office of Orientation and Parent Programs does not carry participant insurance. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.

**Items 8-11: Initials** \_\_\_\_\_

- 12. Acknowledgement:** The undersigned has read and understands this agreement and realize it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

**Item 12: Initials** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Consent and Release on Behalf of Minor (anyone who will not be 18 years of age by August 16, 2015)**

I am the parent or legal guardian of the above named minor. I have read and understand the agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of this agreement. I also give my consent to the participation in the activity of the minor.

**Date:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Signature of Parent/Legal Guardian** Consent and Release on Behalf of the Minor

\*\*\*Please sign and save this form as a pdf or jpeg to upload in the EXPLORE online registration process.\*\*\*