



ASSUMPTION OF RISK AND RELEASE FROM LIABILITY ("Release")

I am signing this Release so that I can participate in the Activity described below:

| Camp Name/Activity | Location | Dates |
|--------------------|----------|-------|
|--------------------|----------|-------|

I understand that my participation in this Activity is voluntary.

I understand that there are certain risks inherent in this Activity, including any associated travel, meal and lodging. These risks may include but are not limited to accidents; exposure to adverse weather conditions; theft, loss, or damage of personal property; physical, mental and emotional injuries including but not limited to head and spinal injuries, eye or ear injuries, slips and falls, cuts, concussions, strained muscles, broken bones, communicable diseases; and even catastrophic death.

I understand that Indiana Wesleyan University (hereinafter referred to as University) is not responsible for any loss or damage to person or property. I confirm that I have resolved concerns, if any, about my health or ability to participate in or observe the Activity with my physician before deciding to participate.

I understand that University is not an agent of, and has no responsibility for, any third party, which may provide any services including food, lodging, travel, or other goods or services associated with Activity. I understand the University is providing these services only as a convenience to participants and that accordingly, University accepts no responsibility, in whole or in part, for loss, damage or injury to persons or property whatsoever, caused to others or me while participating in Activity or while staying in designated lodging. I further understand that University is not responsible for matters that are beyond its control.

I agree to assume the risk that may occur by participation in this Activity and any harm, injury illness or death to me or damage to my personal property or effects while I am participating in or observing the Activity or while I am travelling to or from the Activity. I further agree to release and hold Indiana Wesleyan University, its Board of Trustees, and any of its employees harmless from any and all liability which could result from this Activity.

If I require emergency medical treatment, please contact:

Name of Emergency Contact Person _____

Home Phone _____ Work Phone _____

I consent to the provision of emergency medical treatment to the extent that the treatment is necessary in the medical opinion of the licensed doctor rendering the treatment. I also agree that any medical expenses that I might incur due to my involvement in this Activity will be my responsibility.

In consideration that the participant is a Minor, this waiver remains in full force and effect and that by signing this Release, I affirm that I am the legal guardian of the Minor and agree and consent to this Release on behalf of the Minor. I hereby grant permission and authorize the provision of emergency medical treatment for minors or myself while becoming ill or injured in this Activity.

If any portion of this Release is held invalid, the rest of the document shall continue in full force and effect. The interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of Indiana, and any litigation arising out of this Activity shall be venued in the State of Indiana and shall be governed by the laws of the State of Indiana.

Participant Name _____

Parent/Guardian Name _____ Date _____
(printed)

Parent/Guardian Signature _____

Address: _____

Telephone: _____

INDIANA WESLEYAN UNIVERSITY

PERSONAL MEDIA RELEASE

I authorize Indiana Wesleyan University and those acting pursuant to its authority to:

- A) Use my testimonial, story, and/or biographical information.
- B) Record my image, appearance, and/or participation on video tape, audio tape, film, electronic, or any other medium now known or later developed, and to use my name, likeness, voice, testimonial, story, and/or biographical information in connection with these recordings.
- C) Display, copy, distribute, and make derivatives of, or from, such testimonial/story/biographical information and/or recordings, in perpetuity, in whole or in part, without restrictions or limitations, for any educational or promotional purposes which Indiana Wesleyan University and those acting pursuant to its authority deem appropriate. This includes, but is not limited to, official University publications and publicity materials such as *Triangle* magazine, the Annual Report, postcards and mailers, print pieces, advertisements (including billboard, magazine, radio, and television), email communications, the University websites, and the IWU online photo and media library.

Any recordings used may be reasonably retouched or altered. If recordings are deemed to represent an imaginary person, I agree that Indiana Wesleyan University or any person authorized by or acting on their behalf may add accompanying wording, and that no such wording shall be considered to be attributed to me personally unless my name is used.

I hereby release and discharge Indiana Wesleyan University and their agents, representatives, and assignees from any and all claims, actions, damages, and demands arising out of or in connection with the use of the testimonial/story/biographical information and/or recordings, including without limitation any and all claims for invasion of privacy, right of publicity, and defamation. I further waive any claims to any property rights, including, but not limited to, any copyrights, common law copyrights, or intellectual property rights, with respect to the testimonial/story/biographical information and/or recordings or other works associated therewith, and grant permission for them to be copyrighted by Indiana Wesleyan University.

I have read this form carefully and fully understand its meanings and implications. This Release shall be binding upon me and upon my heirs, legal representatives, and assigns. No modification of this Agreement shall be of any effect unless it is made in writing and signed by all of the parties to the Agreement.

If this Release is limited to a particular project or is subject to other limitations, those conditions are stated here:

Name: _____

Address: _____

City/State/ZIP: _____

Phone #: _____ Email: _____

Signature: _____ Date: _____

If the subject is under 18 years of age, a parent or legal guardian must also sign below.

Parent/Guardian signature: _____ Date: _____