

FURMAN UNIVERSITY – FORM A
ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

I, the undersigned, acknowledge that I am at least 18 years of age, or the legal parent or guardian of the below-named minor, and I am voluntarily signing this **ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT** to participate in _____ between the dates of _____ and _____ on the campus of Furman University (the “Activity”).

1. Acknowledgments

I agree that my child will abide all policies, procedures, and rules applicable to the Activity, including Furman policies, procedures, and rules, as well as all policies, procedures, and rules of the third-party entity operating the Activity on Furman’s campus. I acknowledge and agree that my child may be removed from the Activity for my child’s failure to abide by such policies, procedures, and rules.

I understand and agree that Furman does not represent or act as an agent for, and cannot control the acts or omissions of, the third-party entity operating the Activity on Furman’s campus or any third party that provides any services, equipment, training or other activities associated with the Activity.

I understand that the Activity involves physical exertion and potentially hazardous activities. I hereby declare my child to be in general good health and am unaware of any condition, impairment, disease, infirmity, or other illness that would prevent my child’s participation in the Activity. If my child is under the care of a physician, I have received his/her permission to participate in activities which require physical exertion.

I hereby grant permission to Furman or its agents and emergency responders to arrange or render medical treatment or evacuation or any other medical services (“Medical Care”) deemed necessary or appropriate for my child’s safety and well-being, if my child should become injured or ill during or in connection with my child’s participation in the Activity. I understand that accident and health insurance is not provided by Furman for participants and that I am responsible for payment of any medical attention that may be necessary.

I grant Furman full permission to use, reproduce, edit, display, broadcast, distribute, copyright, and create derivative works of photographs and/or videos of me and/or my child either alone or with others (including on the university website or in other electronic form, print, or media) for the purpose of promoting the university and/or the Activity. I understand that Furman is not required to compensate me or my child for the use of such photographs and/or videos. I, on behalf of myself and my child, release all claims against Furman and others with respect to the copyright, publication, or use of such photographs and/or videos, including any claim for compensation related to their use, and I, on behalf of myself and my child, waive any right to inspect or approve the photographs and/or videos used.

2. Assumption of Risk - Activities

I acknowledge and agree that it is my responsibility to ensure that my child participates only in those activities as to which he or she has the required skills, qualifications, knowledge, judgment, training, and physical conditioning. I agree that my child has the required skills, qualifications, knowledge, judgment, training, and physical conditioning to participate in the Activity.

I acknowledge that my child’s participation in the Activity is voluntary, and I understand and agree that there are inherent risks associated with (or arising out of or related to) my child’s participation in the Activity, including but not limited to the possible risk of **emotional injury; theft/loss of property; and/or minor, moderate, severe or fatal physical injury and/or reactions or complications resulting therefrom**, arising out of and/or related to, without limitation, travel to and from the Activity and location(s) visited during the Activity; forces of nature; slips and falls at the location; food consumption; epidemic, pandemic, or other infectious diseases, including, but not limited to, COVID-19; foreign bodies; collisions; exposure to extreme temperatures; sunburns; physical exertion; fatigue; strenuous activity; misuse of equipment/tools; exposure to chemicals in science laboratories; chemical burns; electrical burns; radiation burns; friction burns; cold burns; sickness; and/or dehydration.

Physical injuries may include fractured/broken bones, disfigurement, dislocations, sprains, strains, concussion, temporary or permanent disability, loss of consciousness, lacerations, heat-related injuries, cold-related injuries, burns, rashes, bug and animal bites, clawing, stings, allergic reactions, infection, strokes, suffocation, drowning, paralysis and even death.

I acknowledge and agree that it is not possible to fully list each and every individual risk associated with (or arising out of or related to) the Activity. Additionally, I understand and appreciate these risks, and I understand that they exist even though my child may be supervised by Furman staff and students.

In consideration of being permitted to participate in the Activity, I voluntarily agree on behalf of myself and my child, to the maximum extent permitted by law, to assume and accept responsibility for all risks associated with (or arising out of or related to) my child’s participation in the Activity, including but not limited to those set forth above, and to be solely responsible for any theft/loss of property, emotional, and/or physical injury (including death), loss, or damage that I and/or my child may sustain as a result of such risks.

Revised 8/09/21

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3. Release of Liability

In consideration of being permitted to participate in the Activity, I agree on behalf of myself and my child, to the maximum extent permitted by the law, to release Furman and its officers, trustees, employees, volunteers, students, and representatives, from and against any present or future claim, expense, action, loss, or liability for injury to person or property that I and/or my child may suffer, or for which I and/or my child may be liable or responsible to any other person, during or in connection with my child's participation in the Activity and associated with (or arising out of or related to) my child's participation in the Activity, irrespective of the cause, including negligence on the part of Furman or its officers, trustees, employees, volunteers, students, or representatives and/or the intentional acts of, or misconduct by, individuals or entities other than Furman; and/or any financial or other obligations I and/or my child incur as a result of any Medical Care my child receives during or in connection with the Activity.

I understand that by signing this Assumption of Risk and Release of Liability Agreement, which I am doing voluntarily, I am relinquishing substantial legal rights on behalf of myself and/or my child, including the right of financial recovery for injury, loss, or damage, whether that injury, loss, or damage results from the inherent and/or enumerated risks of my child's participation in the Activity, the ordinary negligence of another party, and/or from the intentional acts of, or misconduct by, individuals or entities other than Furman.

I agree, on behalf of myself and my child, that if any of the provisions of this Assumption of Risk and Release of Liability Agreement become invalid, illegal, or unenforceable in any respect under any law, such provision shall be changed and interpreted to best accomplish the objectives of such provision within the limits of applicable law.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARILY AGREE TO BIND MYSELF, MY CHILD, MY HEIRS, EXECUTORS AND REPRESENTATIVES IN THE EVENT OF MY DEATH OR INCAPACITY.

Child's Name

Parent/Legal Guardian Name

Parent/Legal Guardian Signature

Date