UNIVERSITY OF THE WEST

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

EVENT: _____ DATE_____

Waiver: In consideration of being permitted to participate in any way in the activities of University of the West (hereinafter called "The activities") I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Trustees of the University of the West, its officers, employees, and agents from liability **from any and all claims including the negligence of The Trustees of the University of The West, its officers, employees and agents,** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The activities.

Assumption of Risks: Participation in The activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, and understand these and other risks that are inherent in the activities. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Trustees of the University of The West HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the activities and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of The West and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

NAME	SIGNATURE

NAME	SIGNATURE

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