

Assumption of Risk and Release from Liability for Volunteer Events (“Agreement”)

This Assumption of Risk and Release from Liability (“Agreement”) pertains to the USA Track and Field Junior Outdoor Championships hosted by Indiana University Athletics, on behalf of The Trustees of Indiana University (“IU”), on June 15-17, 2018 (“Event”).

I, _____, wish to volunteer and participate in the Event. In consideration of my participation in the Event, I hereby agree to the following:

1. I understand that IU is not providing transportation for the Event and that it is up to me whether I travel on my own and/or use my vehicle; or travel in a vehicle owned and/or driven by a friend, family member, classmate or any other individual.
2. I understand activities for the Event may include, but are not limited to, the following: travel to, from, and during the Event; physical activities (e.g., walking, running, hiking); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); consumption of food and/or beverage; and the following additional activities: setting up and tearing down equipment for the Event, interacting with spectators and other Event personnel, other reasonable tasks related to the administration of a track and field meet.
3. I understand that certain risks are inherent in travel and participation in the Event. These risks may include, but are not limited to, such things as incidents related to transportation; driver error, including my own; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and/or drink items; sprains; broken bones; cuts; bruises; entrapment; temporary or permanent disability; death; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable.
4. I understand that some driver(s) of the vehicles in which I may ride on for this Event, the owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during the Event, the other participants of the Event (whether associated with my group or not), and other third parties (collectively, “Third Parties”), are not the agents or employees of IU and that dangers may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that IU is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
5. **I understand that my participation in this Event is entirely voluntary and at my own risk. I fully understand the scope of the activities the risks involved in the Event. I agree to assume the risks of my participation in the Event, including the risk of catastrophic injury or death.**
6. I understand and agree that IU does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that IU strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to this Event.
7. **IF PARTICIPANT IS UNDER 18 YEARS OLD.** In the event of an accident or serious illness, I hereby authorize representatives of IU to obtain medical treatment and transport for my child on my behalf. I waive my right to receive informed consent prior to and such transportation or treatment. I hereby hold harmless and agree to indemnify IU from any claims, causes of action, damages and/or liabilities, arising out of or resulting from the medical treatment or transport. I further agree to accept full responsibility for any and all expenses, including medical expenses, that may derive from any injuries to my child that may occur during his/her participation in the Event.

8. **I hereby release and fully discharge The Trustees of Indiana University, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in the Event to the fullest extent permitted by law.**
9. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Event that purports to establish the venue for any litigation arising from this Event, I agree that I will file no action against IU or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Event, in any court other than the Circuit Court of Monroe County, Indiana.
10. I authorize IU, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of me, including my name, image, likeness, performance, and/or voice (“Recordings”). I also grant IU an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. I agree that the Recordings may be used by IU, including its assigns and transferees, for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. I agree that IU will have final editorial authority over the use of the Recordings, and I waive any right to inspect or approve of any future use of the Recordings. I acknowledge that I am not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. I release and fully discharge IU, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to my participation in the Recordings or IU’s future use of the Recordings.
11. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.** I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print): _____

Participant Signature: _____ Date: _____

If Participant is under 18 years old, his/her parent or guardian must sign below.

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____ Date: _____