



PARTICIPATION WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

Participant's Name: _____ **DOB:** _____

Participant's Address: _____

Email Address: _____ **Telephone:** _____

Gender: _____ **Age:** _____

Event: _____ **Date of Event:** _____

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1. In consideration of being permitted to participate in the Event (including volunteers), I, for myself, and on behalf of my heirs, personal representatives, and assigns, do hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Colorado Mesa University, its Board of Trustees, officers, employees, agents, representatives and volunteers (the "Releasees"), from any and all liability for any and all damages, losses, or injuries to persons or property, which arise out of, occur during or result from my participation in the Event, whether or not caused by the negligence of the Releasees.
 2. To the best of my knowledge, I am not aware of any physical disability or health-related reasons or problems that would preclude or restrict my participation in the Event. I am fully aware of the risks and hazards associated with participating in this Event, and I understand that certain, inherent risks cannot be eliminated regardless of the care taken to avoid injuries. I understand that specific risks vary depending on the level and nature of activity, and can range from minor personal injuries such as scratches, bruises, and sprains, to major injuries such as eye injuries and back or joint injuries, or catastrophic injuries resulting in paralysis or death as well as property damage or loss. These risks are not only inherent to athletes, but are also present for volunteers. I understand that my participation in this Event is purely voluntary, and notwithstanding the risk of injury to my person and property, I elect to participate in the Event, and I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of my participation in the Event.
 3. I represent and affirm that I have sufficient health insurance coverage to provide for and pay any medical expenses that may directly or indirectly result from my participation in the Event. I understand that Colorado Mesa University provides no insurance coverage and does not take responsibility for the payment of any such medical expenses.

4. I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Colorado Mesa University, its Board of Trustees, officers, employees, agents, representatives and volunteers (the "Releasees") from any and all claims, actions, costs, expenses, damages and liabilities, including attorneys' fees, that may be incurred as a result of my participation and involvement in the Event, whether or not caused by the negligence of the Releasees.

5. I further understand that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado, and that if any portion hereof is held invalid, it is understood and agreed that the remaining terms shall continue in full legal force and effect. This Agreement shall be governed in accordance with the laws of the State of Colorado.

6. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to the State of Colorado, Colorado Mesa University, its Board of Trustees, and their officers, officials, employees, agents, representatives and volunteers under the Colorado Governmental Immunity Act, Colorado Revised Statutes, §24-10-101, et seq.

7. I understand that I may be photographed at the Event. I agree to allow my photograph, video or film likeness to be used for any legitimate purpose by Colorado Mesa University, its Board of Trustees, officers, employees, agents, representatives and volunteers.

8. I accept responsibility for the condition and adequacy of my equipment and my conduct in connection with the Event. I will wear a helmet to protect against head injury and assume all responsibility and liability for the selection of such helmet and any modifications or attachments thereto.

9. I, the undersigned, do hereby consent to receive emergency medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Event. I agree to be responsible for all necessary charges incurred by any hospitalization or treatment rendered pursuant to this authorization.

10. By my signature below, I acknowledge and represent that I have read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, fully understand and accept its terms, and sign it voluntarily.

Participant's Printed Name

Participant Signature

Date

Signature of Participant's Parent or Guardian
(If Participant is under the age of 18)

Date