

Sample Waiver (View Only)

Waiver Must Be Signed Electronically

PORTLAND STATE UNIVERSITY CREC ACKNOWLEDGEMENT AND RELEASE Please read carefully and answer below

ADULT

PARTIES & CONSIDERATION

I, _____ (print your name),

a student at Portland State University ("PSU") _____ (print your student id#)

or

a member of the general public and am eighteen (18) years of age or older

voluntarily wish to participate in PSU Campus Recreation Activities ("Activities"). In consideration for being permitted to participate in the Activities, I hereby agree and warrant that:

STATEMENT & ASSUMPTION OF RISK

I certify that I am physically capable of participating in the Activities. I certify that I have neither a condition nor circumstance, such as medication, that would prevent me from participating in these Activities. Participation in the Activities can be hazardous to my health. I understand that I have an increased chance of suffering personal injury, including but not limited to bodily harm, permanent disability, dismemberment, and/or death by participating in the Activities. I understand that traveling to and from the Activities site may present additional risk of serious injury or death, and agree to comply with Activities requirements for the use of seatbelts by vehicle passengers during travel.

I voluntarily undertake the Activities and agree to take responsibility for my physical fitness to perform Activities, assume responsibility for safety while participating and accept all risk associated with my participation.

RELEASE OF LIABILITY AND INDEMNIFICATION STATEMENT

I understand that there are unavoidable risks involved with participation in these Activities, and I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to defend, indemnify and hold harmless and release and forever discharge PSU and its officers, employees, agents, and representatives, from any and all liability and all claims and causes of action whatsoever for any damages to or loss of property, personal illness, or injury (including death) caused by, deriving from, or associated with my participation in the Activities.

MEDICAL TREATMENT CONSENT

I fully understand that the Activities may occur in a remote area and that medical services may not be available. In the event of illness or injury to me, and in the event that medical services can be obtained, and if I am unable to grant permission at the time emergency treatment is required, I hereby authorize PSU by and through its authorized representative(s) or agent(s), if any, to secure any necessary treatment including the administration of an anesthetic and surgery.

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STATEMENT OF INSURANCE

I am aware that the State of Oregon does not provide medical insurance coverage for participation in the Activities and therefore take full responsibility for procuring my personal insurance. If I do not have insurance, I accept full, sole and exclusive financial responsibility for the cost associated with any injury or illness.

FUTHERMORE

- I understand that PSU may not have a representative(s) or agent(s) present at these Activities and the Activities may be solely student-operated.
- I agree to abide by the policies of PSU while engaged in the Activities, and, if I am a student, with all the provisions of the Student Code of Conduct. I further agree to comply with all safety rules and procedures presented during the Activities.
- I understand that PSU's authorized representative(s) or agent(s) has authority to revoke my participation in the Activities at any time if, in the judgment of the representative(s) or agent(s), my actions or general behavior are determined to be unacceptable.
- In the event of an injury or death that occurs during my participation in the Activities, I hereby waive my rights of nondisclosure under the Family Educational Rights and Privacy Act, ORS 351.070(4)(e) and any other statutes or rules, and hereby consent to the release of this Agreement to the media, public or any others who inquire.
- I am aware that the Rec Center and its users are photographed on occasion to promote Campus Rec. I understand that this release acts as my photo release for Campus Rec to use my photo in promotional materials. Should I not wish to have video or photos of me taken, I will notify the photographer/videographer on site.

CHOICE OF LAW; VENUE SELECTION

In event of a law suit, I agree that all causes of action will be filed in Multnomah County, Portland, OR and that this Agreement shall be construed in accordance with the laws of the State of Oregon.

SEVERABILITY

If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

FINAL ACKNOWLEDGMENT

I confirm that I execute this document with full knowledge of the contents and consequences stated in this release.

Participant Signature

Signature: _____ Date: _____

Printed Name: _____ Date of Birth: _____

Emergency Contact Information

Name: _____ Relationship: _____

City: _____ Day Phone: _____ Evening Phone: _____