## PORTLAND STATE UNIVERSITY CREC ACKNOWLEDGEMENT AND RELEASE Please read carefully and answer below MINOR NON-STUDENT

### **PARTIES & CONSIDERATION**

Ι,	(print your name),
wish to enroll the minor child	
	("Minor") in PSU Campus Recreation
Activities ("Activities"). I am the parent or le	gal guardian of Minor. In consideration for
being permitted to participate in the Activitie	s, I hereby agree and warrant that:

### STATEMENT & ASSUMPTION OF RISK

I certify that Minor is physically capable of participating in the Activities and has neither a condition nor circumstance, such as medication, that would prevent Minor from participating in these Activities. Participation in the Activities can be hazardous to one's health. I understand that there is 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 that Minor will comply with Activities requirements for the use of seatbelts by vehicle passengers during travel.

## RELEASE OF LIABILITY AND INDEMNIFICIATION STATEMENT

I understand that there are unavoidable risks involved with participation in these Activities, and I, in my individual capacity, on behalf of Minor, and on behalf of Minor's 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 Minor's 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 Minor, 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. I accept full, sole and exclusive financial responsibility for the costs associated with treatment.

### STATEMENT OF INSURANCE

I am aware that PSU does not provide medical insurance coverage specifically for participation in the Activities and therefore take full responsibility for procuring Minor's personal insurance. If I do not have insurance covering Minor, 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 Minor's participation in the Activities at any time if, in the judgment of the representative(s) or agent(s), Minor's actions or general behavior are determined to be unacceptable and/or jeopardize the safety of others in the group.
- In the event of an injury or death that occurs during the Activities, I hereby waive my rights and those of Minor 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 Minor's 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

**Parent/Guardian Signature** 

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

# Signature:\_\_\_\_\_\_ Date:\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_ Emergency Contact Information Name: \_\_\_\_\_\_ Relationship: \_\_\_\_\_\_ City: \_\_\_\_\_ Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_\_