

## WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

<b>PARTICIPANT:</b> (Name and Address)	<b>INSTITUTION:</b>
	<b>The University of Arkansas</b>
<b>Email:</b>	
<b>Student or Employee ID No. (if applicable):</b>	
<b>DESCRIPTION OF ACTIVITY:</b>	
<b>LOCATION:</b>	<b>DATE(s):</b>

I, the above named participant, am eighteen years of age or older and have voluntarily applied to participate in the above Activity. I acknowledge that the nature of the Activity may expose me to hazards and known and unknown risks that may result in my illness, personal injury or death and I understand and appreciate the nature of such hazards and risks.

**Waiver and Assumption of Risks:** In consideration of my participation in the Activity, I voluntarily WAIVE, RELEASE, and DISCHARGE the University of Arkansas, its trustees, officers, representatives, and employees in their individual and official capacities (collectively "University parties") from and against any and all liability, claims, demands, actions or rights of action, which may relate to or arise from the death, disability, personal injury, property damage, or actions of any kind which may hereafter accrue to me, which are related to, pertain to, or are in any way connected with The Activity.

**Indemnification and Hold Harmless:** I further covenant and agree that if, despite this release, I, or anyone on my behalf, makes a claim against any University parties, I will INDEMNIFY, SAVE and HOLD HARMLESS the University party or parties from and against any loss, cost, expense, damage or liability which may occur as a result of, arising from, or in connection with such claim including, but not limited to, attorneys' fees or other costs or expenses of litigation. I intend this waiver and release to be effective whether or not any loss, damage, injury or death results from negligence of the University parties.

**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 Arkansas 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.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date