

2009 IUPUI OVERNIGHT EXPERIENCE PROGRAM

Waiver, Release of Liability, and Consent to Medical Attention

In exchange for my being allowed to participate in the *IUPUI Overnight Experience Program* an educational opportunity administered by the Trustees of Indiana University on the behalf of Indiana University Purdue University Indianapolis (IUPUI) and the IUPUI Admission Center, I, and if I am not yet 21 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the IUPUI Overnight Experience program is voluntary.
2. Identification of Risks. I understand that IUPUI and its staff may not be present during my participation in the Overnight Experience program. I understand that my participation in the Overnight Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the IUPUI Overnight Experience program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in IUPUI Overnight Experience program.
4. Release and Waiver. I release IUPUI and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the IUPUI Overnight Experience (a "Claim"), whether or not caused in whole or part by the negligence (but not the gross negligence) of IUPUI or any of the individuals mentioned above.
5. Consent to Medical Treatment. I authorize IUPUI to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon IUPUI to provide such assistance, transportation, or services.
6. Publicity Release. I authorize IUPUI to use my name, photo, materials produced for the Overnight Experience program or presentation for IUPUI materials including but not limited to, educational resources, press releases, web-based publicity and other publicity materials.
7. Severability. Each term and provision of the instrument shall be valid and enforced separately to the fullest extent permitted by law.
8. Applicable Law. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY AND CONSENT VOLUNTARILY.

Student Printed Name

Student Signature

Date

If the person participating in the Tour is not yet 21 years old, both parents or the legal guardian(s) must sign:

In exchange for my/our child or ward being allowed to participate in the IUPUI Overnight Experience, and as the parent(s) or legal guardian(s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Waiver, Release of Liability and Consent.

Guardian: _____

Printed Name

Signature

Date

Guardian: _____

Printed Name

Signature

Date

Insurance Company: _____

Policy Number: _____

Witness: _____

Printed Name

Signature

Date