



## Assumption of Risk & Photo Release

### LIABILITY RELEASE, WAIVER DISCHARGE AND COVENANT NOT TO SUE

Release executed by \_\_\_\_\_ (full legal name of Participant(s)),  
whose address is \_\_\_\_\_,

to the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of Southern Illinois University Carbondale.

1.0 Southern Illinois University's Events and Outreach is sponsoring the *9/11 Stair Climb* on behalf of Department of Aerospace Studies in which there may be strenuous activity. I desire to voluntarily participate in Activity, to be held at *Banterra Center* which is property owned and/or controlled by SIU, and I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity.

2.0 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the Activity and release, waive, forever discharge, and covenant not to sue the Board of Trustees of Southern Illinois University, and its officers, agents, employees, and any students acting as employees (hereafter called the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 I understand and agree that Releasees may not have medical personnel available at the location of the Activity or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Further, Releasees shall not be responsible or liable for any costs or other charges related to such medical treatment.

4.0 It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the Activity.

5.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

6.0 I am voluntarily participating in the Activity, despite the possible dangers and risks and despite this Release.

7.0 I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this Activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

8.0 I further agree that this Release shall be construed in accordance with the laws of the State of Illinois. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

9.0 I do hereby grant permission to the Board of Trustees of Southern Illinois University and its agents to to record my photographic image, whether by film, video or digital recording, during my participation in the Event; together with the right to use, publish, copyright, and reproduce in whole or in part without any time limitation, any such photographic images as described above for use in any television, radio, internet and/or film festival broadcast . I further grant SIU the right to use such images in promotional materials or any other legitimate purpose of SIU.

I hereby waive any right that I may have to inspect or approve any such photographic images and/or comments or completed products that incorporate all or part of any such photographic images and/or comments. I hereby voluntarily release and hold harmless SIU from any claim or liability arising out of or in any way related to the use of such photographic images and/or comments, including but not limited to any liability arising from any blurring, distortion, alteration, illusion, editing, or use in composite form, whether intentional or otherwise, that may occur in the making or processing of the finished product.

Initial here if Yes \_\_\_\_\_

Initial here if No \_\_\_\_\_

IN WITNESS WHEREOF, I have executed this release this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**

**PARTICIPANT:**

**PARENT/LEGAL GUARDIAN:**

(Must be signed if the participant is under 18 years of age)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)