

Assumption of Risk

LIABILITY RELEASE, WAIVER DISCHARGE AND COVENANT NOT TO SUE

Release 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 (the "University").

1.0 I desire to voluntarily participate in the following activity: THE BIG EVENT : Saluki Day of Service, which shall include working with other volunteers to complete various projects for non-profit agencies and organizations in the Carbondale, IL area ("Activity"), to be held April 1, 2017 from 6:00am until 6:00pm. at the following locations:

Boys and Girls Club of Carbondale, 250 Springer, Carbondale, IL
Humane Society, 95 Humane Rd, Murphysboro, IL
Keep Carbondale Beautiful, Carbondale Town Square and various locations in and around Carbondale, IL
Autism Society, Carbondale Walmart 1450 E. Main St, Carbondale Kroger 501 N. Giant City Road
Touch of Nature, 1206 Touch of Nature Rd, Makanda, IL
American Cancer Society 5K event, Turley Park and surrounding area, Carbondale, IL
For Kid's Sake, 100 East Jackson, Carbondale, IL
Carbondale Main Street, Downtown Carbondale Area, Carbondale, IL
Jackson County Healthy Communities Coalition, Carbondale Super Block 625 S Lewis Lane, and Carbondale Middle School 1150 E. Grand, Carbondale, IL
Green Earth, Inc. Carbondale, Various locations in Carbondale, IL including hiking trails and natural habitat.

I understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, which dangers include but are not limited to transportation; manual labor and physical activity associated with outdoor work including contact with poisonous plants, stinging insects, potential for sunburn on exposed skin, etc.; physical activity associated with pruning, cutting, digging, mowing, and use of similar tools/equipment; running, walking, carrying, etc. with potential trip hazards while traversing on sidewalks and streets, paths, trails, natural/wooded areas, and other uneven ground; and which also could include serious or even mortal personal injuries and property damage. I understand that the list of such dangers is not a comprehensive list and that other risks may be associated with my participation in the Activity or transportation to and from 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, voluntarily agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, and any students acting in their capacity as University 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, whether caused by the negligence or carelessness of the Releasees, or otherwise, 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. 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 I understand that any personally owned automobiles used in conjunction with this Activity are not covered by the University for personal property damage or liability. I understand that if I utilize a personally owned automobile I am required to carry auto liability insurance as required by the State of Illinois and any state or nation in which the Activity takes place. Further, if I agree to be a passenger in a vehicle that is not owned and/or operated by a University faculty member or representative, I hereby assume any and all risks that may be associated with riding in such vehicle and will hold the Releasees harmless from any and all loss, damage, injury or liability that may arise from such act.

5.0 It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse and my estate, family, heirs, administrators, personal representatives, or assigns 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.

6.0 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.

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

8.0 I warrant and represent 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 warrant and represent as follows: (a) that there are no health-related reasons or problems which preclude or restrict my participation in the Activity; (b) that I am of sufficiently good health, and medically able, to take part in the Activity; and (c) 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.

9.0 I further agree that this Release shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its conflict or choice of law principles. 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.

(For electronic signature)

CLICKING THIS BOX CONSTITUTES YOUR ELECTRONIC SIGNATURE VALIDATED BY HAVING LOGGED ONTO THIS FORM WITH YOUR SIU CREDENTIALS. BY SIGNING THIS DOCUMENT I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THE ASSUMPTION OF RISK, AND AGREE TO BE BOUND BY THOSE TERMS AND CONDITIONS.