

UNIVERSITY OF ARIZONA - ASSUMPTION OF RISK AND RELEASE AGREEMENT

Activity:

Activity Date(s) and Time(s):

Activity Location(s):

Assumption of Risk: I am voluntarily participating in this Activity. I understand that inherent dangers and risks exist to which I and/or my property may be exposed by participating in the Activity and while traveling to, from, or during the Activity relating to the use of equipment, facilities, and services provided by the University. Specifically, the risks to me of participating in this Activity include, but are not limited to: injuries related to physical exertion; injuries related to the use of facilities, grounds, and equipment; injuries related/incidental to travel and lodging, injuries related to the occupation of a 60-year-old structure originally constructed for the US military, situated in a rural, remote location at 9100 feet elevation in the Coronado National Forest. I acknowledge that participating in this Activity may result in serious harm to me, including but not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death, and/or damage to my property. **Nonetheless, I assume all risks, both known and unknown to me, of participating in the Activity, including lodging related/incidental to the Activity and travel to, from, and during the Activity.**

Release of Claims: In consideration of my participating in this Activity, on behalf of myself, my family, my heirs, and/or my representatives, **I agree: (1) not to sue or file a claim against, and (2) to waive and release from liability,** the State of Arizona, the University of Arizona, the Arizona Board of Regents (collectively, the "University"), and any officers, employees, volunteers, and/or agents of the University, for any loss, liability, or claim, **including claims that the University and/or its officers, employees, volunteers, or agents were in any way negligent,** for any physical or psychological injury (including paralysis and death), illness, medical expenses (including expenses for emergency medical treatment and transportation), economic or emotional loss, property damage, or any other loss or damage, or for which I may be liable to another person, related to my participation in the Activity, including travel to, from, and during the Activity. This release includes, but is not limited to, claims arising out of my own actions or inactions, those of third parties, or those of the University.

Indemnification: I agree that if I or anyone on my behalf makes a claim against the University relating to or arising out of my participation in the Activity, **I will indemnify, save, and hold harmless the University** from any expenses, attorneys' fees, loss, liability, damages, or costs incurred because of such claims. By participating in the Activity, I agree that I will comply with: (1) University policies, codes, and rules, (2) rules specific to the Activity and/or Location, and (3) all instructions provided by Activity leaders/supervisors during the Activity. Additionally, I understand that if I have concerns about my health or ability to participate in any aspect of the Activity, it is my sole responsibility to discuss and address these concerns with a physician before deciding to participate.

I acknowledge that I have read and fully understand this document, that I have signed it voluntarily, and that I am knowingly giving up substantial rights by signing this Agreement. If any portion of this document is held to be legally invalid or unenforceable, I will continue to be bound by the remaining terms. This agreement shall be governed by the laws of the state of Arizona, which shall be the forum for any related lawsuits.

Participant Name: _____ (print) Date of Birth: ____/____/____ (Mo/Day/Year)

x _____

Signature of Participant

Date