ASSUMPTION OF RISK, LIABILITY RELEASE, WAIVER DISCHARGE AND COVENANT NOT TO SUE

Release executed by the Participant identified below 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 participate in the “SIU at Suoni d’Abruzzo Festival in Ortona, Italy” which involves participation in music lessons, chamber music coachings, small group rehearsals, public performances as artist or audience member, masterclasses, small group classes in musicianship and Italian culture, and visits to monuments, museums, castles, gardens and other sites of cultural significance (“Activity”), beginning on July 23, 2018 and continuing through July 31, 2018 and I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, which dangers include but are not limited to personal injury and property damage, and which also could include serious or even mortal injuries. 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 to and therefrom, 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 as employees (hereafter called the “Releasees”), for 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 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 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.
7.0 I am voluntarily participating in the Activity, despite the possible dangers and risks and despite this Release.

8.0 I further state that I am at least eighteen (18) years of age, or have obtained the consent of my parent or legal guardian who have signed below, 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.

9.0 I further agree that this Release shall be construed exclusively 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.

IN WITNESS WHEREOF, the following persons have executed this release this _day of ______, 20_____.

THIS IS A RELEASE AND WAIVER OF SUBSTANTIAL LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND THE PROVISIONS STATED ABOVE BEFORE SIGNING.

PARTICIPANT: WITNESS:

_________________________________________  __________________________________________
(Signature)  (Signature)

_________________________________________  __________________________________________
(Printed Name)  (Printed Name)

_________________________________________
(Address)

_________________________________________
(Dawg Tag #)

If Participant is less than eighteen (18) years of age, Participant’s parent or legal guardian must sign below. By signing, the Parent or Legal Guardian is giving consent for Participant to participate in the Activity.

PARENT/LEGAL GUARDIAN:

_________________________________________
Signature

_________________________________________
Print Name