

WAIVER AND RELEASE OF LIABILITY

I will participate in the International Student Organization “Buddy Program” (“Program”) sponsored by the Murray State University Student Government Association and the International Student Organization to occur during the 2021-2022 academic year. My participation in the event is voluntary and for my own benefit.

Participation in the event involves activities incidental thereto, including, but not limited to, travel to and from events pursuant to the Program, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of others. I am voluntarily, and for my own interests and benefit, participating in the event and all incidental activities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.

In consideration of Murray State University’s facilitating my participation in the event, and the benefits to me in connection with participating in the event, I, on behalf of myself, my estate, heirs, personal representatives, executors, administrators, and assigns, do release and discharge and covenant not to sue Murray State University; Murray State University Board of Regents; any of its regents, employees, instructors, or agents; and any and all other persons or entities whatsoever associated in any way with Murray State University including the Student Government Association; its members, sponsors and subcommittees[herein referred to as the “Released Parties”] from and with respect to any and all present and future claims, of whatever nature or kind, regardless of the basis therefor and including but not limited to any claim based upon any wrongdoing or negligence, including ordinary and/or gross negligence, on the part of the Released Parties, or any of them, and including but not limited to any claim for injury to property or injury or death to person, arising from or related, in any manner, to the event, my participation in the event, any activities, including lodging and traveling to or from the event, related or incidental in any manner thereto, and/or the conduct, including reckless conduct, of others. [Collectively referred to as the “Released Claims”]

I, on behalf of myself, estate, heirs, personal representatives, executors, administrators, and assigns, further agree to indemnify and hold harmless the Released Parties, and each of them, in the event any claim is made against them, or any of them, related in any manner to or arising directly or indirectly from the Released Claims, or any of them or the effects thereof, even if it is alleged or proven that any such claims arise from negligence, including gross negligence, or wrongdoing, on the part of the Released Parties, or any of them.

This Waiver and Release of Liability is to be governed by the laws of Kentucky. I understand that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of Kentucky and agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may be available to me against the Released Parties.

Name of Participant (Please Print)

Signature of Participant

Name of Parent or Legal Guardian (Please Print)

(Signature of Parent or Legal Guardian if Participant is under 18)

Date