

LINDENWOOD UNIVERSITY
RELEASE, PARTICIPANT WAIVER, AND HOLD HARMLESS
AGREEMENT
(Standard – Minor)

1. This Release, Participant Waiver, and Hold Harmless Agreement (this “Release”) is executed as of April 25, 2020, by _____, a minor child (the “Participant”) and _____, the parent having legal custody and/or the legal guardian of the Participant (the “Guardian”), in favor of Lindenwood Female College d/b/a Lindenwood University, a Missouri state-chartered corporation (together with its Board of Trustees, officers, agents, volunteers, other students, third parties, or employees, the “Releasees”).

2. The Participant and Guardian desire that the Participant take part in activities related to Siblings Day (the “Activity”). In consideration for receiving permission to participate in the Activity, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, each of the Participant and Guardian do hereby freely, voluntarily, and without duress **release, waive, forever discharge, and hold harmless Releasees from any and all liabilities, claims and demands of whatever kind or nature, either in law or in equity**, which arise or may hereafter arise with respect to Participant’s participation in the Activity, travel to and from the Activity, or while on the premises owned or leased by Releasees, **including injuries sustained as a result of the negligence and future negligence of Releasees.** Participant and Guardian hereby certify that Participant is able to participate in the Activity and neither Participant or Guardian know of any medical, physical, or mental, reason Participant should not participate. Participant and Guardian are fully aware that there are inherent risks involved with the Activity, and choose to voluntarily participate in Activity with full knowledge that said Activity may be hazardous to Participant and Participant’s property. Each of Participant and Guardian hereby voluntarily assume the risk of injury, harm, or death with respect to the Activity and release Releasees for all liability for injury, illness, death, or property damage resulting from Participant’s participation in the Activity. Each of Participant and Guardian further agrees to indemnify and hold harmless the Releasees for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of Participant’s participation in the Activity.

3. Each of Participant and Guardian hereby authorizes Releasees’ staff and other medical personnel to take any action deemed necessary in case of emergency medical situations. Each of Participant and Guardian acknowledges that Releasees may not maintain insurance covering circumstances arising from Participant’s participation in the Activity or any event related to that participation. As such, each of Participant and Guardian are aware that they should review Participant’s personal insurance coverage and that Participant’s personal insurance will be used when appropriate and applicable.

4. It is the express intent of Participant and Guardian that this document shall bind the members of Participant’s family, if Participant is alive, and Participant’s heirs, assigns and personal representatives, if Participant is deceased.

5. In signing this Release, each of Participant and Guardian acknowledges and represents that he or she has read this Release, acknowledges that he or she has the right to review it with his or her own legal counsel, understands it, and signs it voluntarily as his or her own free act and deed. No oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made with respect to the subject matter hereof. Participant and Guardian execute this Release for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

6. Each of Participant and Guardian gives consent for Participant to be included in photographs, videos, slides, and movies taken by Releasees, students, and/or other news media with respect to Participant's participation in the Activity. Each of Participant and Guardian agree and acknowledge that such pictures, video, and other media are the property of Releasees and might appear in promotional materials and publications.

7. All other terms notwithstanding, this Release does not release, and expressly excludes from its terms, claims, liabilities, or causes of action which are non-releasable under applicable state or federal laws.

IN WITNESS WHEREOF, Participant and Guardian have executed this Release as of the date and year first above written.

Participant:

(signature)

(print name)

Guardian:

(signature)

(print name)

Address:

