

## 2024 OSU ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY \*

**Signature: Initials**

*Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document.*

I, the undersigned, am aware that participation in the Activity (hereafter referred to as **ACTIVITY**) described above may include activities that may cause injury, illness, and be dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury and illness, up to and including death, may occur (*INSERT activities below*):

Walking on uneven terrain, using tools & equipment/tools for farm or forestry related trainings, partaking in shared or provided meals, participating in demonstrations of forestry or farm related equipment/tools, use of PPE, etc.

**With full knowledge of the facts and circumstances surrounding the ACTIVITY, I**

**voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury or illness to others and to myself.** I agree to comply with all of the rules and conditions of participating in the ACTIVITY. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY. I will indemnify, defend and hold harmless Oregon State University, its officers, trustees, agents, and employees (hereafter referred to as **UNIVERSITY**) with respect to any and all claims, injuries, illnesses, and costs associated with my participation in this ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with UNIVERSITY Rules and Regulations (**including Code of Student Conduct, when applicable**) and with any federal, state, city and other applicable laws or rules where the ACTIVITY is occurring. If this ACTIVITY is an off-campus UNIVERSITY sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this ACTIVITY and will be handled in accordance with the Student Conduct Regulations. In addition, I understand that if I travel to the ACTIVITY with a UNIVERSITY group and/or advisor, I will return with the group unless prior arrangements have been made with the UNIVERSITY faculty/staff who is supervising the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY may record my participation and appearance in ACTIVITY on any recorded medium including, but not limited to video, audio, photos (collectively "recordings") for use in any form (including, but not limited to print, websites, blogs, internet, social media). I authorize such recording and release UNIVERSITY to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or in part without restrictions or limitations for any educational or promotional purpose. If you would like to opt out of this section, please request the Photo Opt Out Release.

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage or injury caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

**To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby save, hold harmless, discharge and release the UNIVERSITY from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise (but excluding gross negligence, reckless or intentional conduct).**

**It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.**

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury, illness, or property damage that I may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be **as broad and inclusive as permitted by law**. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I hereby certify that, with or without accommodation,\* I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to a medical facility for executing such care or treatment for injuries or illnesses that I may sustain while participating in any activity associated with the ACTIVITY. **In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.**

