

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in _____ High School Changemaker Challenge _____ ("Activity"), to be held in and around _____ Ridgway University Center _____ during _____ January 23-24, 2026 _____

In consideration for being permitted by the University of Evansville (UE) to participate in the Activity, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary and that my participation is not required by the University of Evansville.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with UE policies and procedures, including those listed in the UE Student Handbook. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that UE has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in UE's discretion. UE aims to protect the health and safety of campus community to minimize the potential spread of disease within our community. As always, UE will endeavor to update Participants with timely information about specific health and safety guidance important for Participants. Participants are expected to abide by the policies and protocols published on UE's communicable disease webpage; <https://www.evansville.edu> which are subject to update.

INFORMED CONSENT & ASSUMPTION OF RISK: I have been informed of and understand that the High School Changemaker Challenge ("Activity") is a two-day, UE-hosted event involving movement around campus, participation in workshops, and presentation activities. I acknowledge that I am not required to stay on UE's campus and am responsible for arranging transportation to and from UE between and on both days. I acknowledge that UE cannot identify every risk associated with my participation and that the Activity involves inherent dangers, hazards, and risks. These include, but are not limited to: travel to and from campus and between drop-off/pick-up locations via private transportation on both days of the competition; walking outdoors and potential exposure to inclement weather; dancing; navigating campus buildings, stairs, and stages; getting on and off a raised platform to present; handling presentation materials, microphones, or electronic clickers; participating in group ideation sessions that may involve standing, sitting, moving between rooms, and using basic prototyping supplies such as paper, markers, scissors, and adhesives; and interacting in close proximity with other participants, UE staff, and visitors. I understand that I may choose to bring my own electronic devices or prototype materials and assume all risks associated with their use. I further understand that food and snacks will be available during the Activity, that allergens may be present, and that it is my responsibility to communicate any dietary restrictions. I understand that professional photography will occur during the Activity. I am also aware of the risk of illness, including viral or bacterial infections such as COVID-19, Hepatitis, HIV, or other communicable diseases transmitted through close contact or shared spaces. I acknowledge that some illnesses have long incubation periods during which individuals may be contagious without showing symptoms. I understand that participation in this Activity may result in personal injury, illness, disability, death, and/or property damage arising from UE's actions or omissions, the actions, omissions, or negligence of others, or from conditions not reasonably known or foreseeable at this time. Except for injury or damage caused by UE's negligence or intentional acts, I agree that any injury, illness, disability, or property damage I may sustain is my sole responsibility.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF UE, ITS BOARD OF TRUSTEES, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ANY STUDENTS (hereinafter referred to as "Releasees") UNLESS THEY ARISE FROM INTENTIONAL OR NEGLIGENT ACTS OF THE RELEASEES AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE PROGRAM.

RELEASE AND WAIVER OF LIABILITY & INDEMNIFICATION: I, on behalf of myself, my personal representative, heirs, executors, administrators, agents, and assigns agree to **HOLD HARMLESS, DEFEND, INDEMNIFY, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Releasees for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees) arising from any injury, illness, disability and/or property damage that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE OCCURS 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.** I further agree that the Releasees are not in any way responsible for any injury, illness, disability and/or damage that I sustain as a result of my own negligent acts.

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Activity personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical health services I may require as a result of participating in the Activity.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record or history that could be aggravated by my participation in this particular Activity.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that UE personnel deem necessary for my safety and protection, unless I have affirmatively requested and received an accommodation based upon my religious belief. 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. In the event that I experience any condition requiring emergency medical treatment, UE may direct that I be transported to the hospital for such care.

MEDIA/PROMOTIONAL RIGHTS: As a condition of my participation in a UE activity, program and/or use of a Facility, I hereby grant UE the right to use, for promotional and/or educational purposes only, any photographs, videotapes or audio recording of myself taken by UE, its employees or agents, during my participation in a UE activity program and/or use of its Facilities. Educational purposes include, but are not limited to, use in the classroom, in handbooks, or in other UE institutional or faculty publications. All photographers, videographers or those who are using recording devices for the purposes of photography, videotaping or recording participants on UE's property or of UE events must obtain a signed release form from any participant who is visibly recognizable in the photograph or recording. Crowd scenes where no single person is the dominant feature are exempt. These rules also govern photographs, videos or audio recordings that are intended only for use in any UE publications of marketing or public relations nature, such as newsletters, brochures, catalogs, promotional items such as tours, or other materials of similar nature. Releases also must be obtained for photographs, video or audio recordings used on UE's website. These rules are not in effect when photographs or recording are taken of news events, but photographs or recordings taken for news purposes require a release for reuse in marketing materials.

By signing this release, I hereby understand and grant UE permission to use my likeness in photography(s)/video(s)/audio recording(s) in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by UE, in perpetuity, and for other use by UE. I further understand and agree that UE may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of a UE activity, program and its Facilities.

CHANGE OF VENUE: UE reserves the right to change the venue to a similar venue and/or change the dates of the Activity if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Activity, I am doing so independently and that I am not an employee or agent of UE. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from UE for my participation in the Activity.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Indiana.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Print Name of Participant

Emergency Contact Name

Emergency Contact Phone #

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Print Name of Parent or Guardian

Andrew Carter

UE Activity Leader's Name (Print)
2024724

Date

Emergency Contact Phone #

Center for Innovation & Change

UE Department

EMERGENCY CONTACT FORM

The information provided on this form will allow your emergency contact to be quickly informed in the case of an emergency and alleviate unnecessary concern. The information you provide is voluntary.

Personal Details

Full Name: _____

Home Address: _____

Home Phone: _____ Mobile Phone: _____

Email: _____

Date of Birth: _____

Person to Contact in an Emergency

Name: _____

Address: _____

Primary Phone: _____ Alternate Phone: _____

Email: _____
