

First Name: _____ MI: _____ Last Name: _____

Address: _____ Email: _____

Phone Number: _____ DOB: _____

Event Information:

Description of Event: _____

Date of Event: _____

I hereby acknowledge and agree to the following terms outlined in this Waiver, Release, and Permission Form ("**Agreement**") in consideration for being allowed to participate in this event ("**Event**") hosted by or at Emporia State University ("**University**"):

Assumption of Risk: I am familiar with the nature of the activities that will take place in the above referenced Event and I desire to participate in this event. I hereby acknowledge that my participation in this event is voluntary. I recognize that there are foreseeable and unforeseeable risks and hazards directly or inherently involved in my participation in this event, that the event sponsors have no control over such dangers, and they make no representations of safety. I further acknowledge that I have full knowledge of the facts and circumstances associated with my participation in this event. If I choose to participate in this event, I voluntarily assume all responsibility and risk, including but not limited to all risk of loss of limb or life; physical and emotional injuries; serious illness such as infectious and non-infectious diseases and/or conditions arising from my participation in this event or associated with developing or pre-existing conditions, accidents, property damage, injury to others, and other hazards.

Waiver and Release of Liability: I hereby waive, release, and discharge Emporia State University, Kansas Board of Regents, the State of Kansas and each of their respective parent, subsidiary, affiliated, or related companies and the officers, directors, employees, agents, representatives, successors, assigns, and volunteers of each of these organizations from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including but not limited to personal injury or property damage, that I may sustain as a result of participating in the Event, whether caused by Emporia State University or otherwise.

Indemnification: I understand and acknowledge that Emporia State University is a State of Kansas agency and is limited in its ability to maintain insurance for the purpose of providing coverage for injuries of event participants. I understand that Emporia State University and the State of Kansas are not insurers of participants' behavior and actions and that the University and the State of Kansas assumes no liability whatsoever for personal injuries or property damages to participants or to third persons arising out of participation in this event's activities. I assure the event sponsors that I will have adequate liability, health, and accident insurance or other means necessary to pay for any personal liability and medical costs, including medical evacuation that may directly or indirectly result from my participation in this event. I will indemnify and hold Emporia State University, the State of Kansas, the Kansas Board of Regents, and any employee, agent, contractor, or volunteer associated with these organizations harmless.

To the extent permitted by law, I hereby agree to covenant not to sue, and to indemnify, release and hold harmless Emporia State University, the State of Kansas, the Kansas Board of Regents, and any employee, agent, contractor, or volunteer associated with the above mentioned entities ("**Releasees**") from all liability whatsoever arising out of my participation in this event, including but not limited to any claims, demands, actions and causes of action related to any damage to my property or the property of others, and injury to me or others, including but not limited to loss of limb or life resulting from my negligence or the negligence of others, or to others through my actions during this event or arising out of this event. I agree to pay any attorney fees or other costs incurred by the Releasees in enforcing this Agreement.

Compliance with Rules and Regulations: I agree to comply with all laws and regulations of the State of Kansas and rules, regulations, policies, and procedures of Emporia State University, which can be found <https://www.emporia.edu/university-policy-manual/>, while participating in the Event.

Photography and Video: I hereby grant to Emporia State University the right and permission to use, reproduce, publish, distribute, and display photographic images or video recordings taken of me by the University or its agents, or provided by me to the University, for any lawful purpose including, but not limited to:

- University publications;
- Digital media (e.g., official University websites and social media platforms);

- Marketing, promotional, and informational materials;
- News and media releases.

This authorization is granted without limitation or reservation and without compensation.

I understand that if the photographic image constitutes part of my education record, as defined by the Family Educational Rights and Privacy Act (FERPA), my written consent is required before Emporia State University can disclose it to third parties. By signing below, I authorize Emporia State University to release and disclose such image(s), including those considered educational records, for the purposes stated above. This release also applies to associated personally identifiable information, including my name, major, year in school, or involvement in University activities, but only as reasonably necessary in connection with the use of the image.

I understand that I may revoke this authorization at any time by submitting a written request to Emporia State University’s Office of Marketing and Media Relations or the Registrar’s Office. Such revocation will not affect disclosures made prior to receipt of the revocation. I understand that this release is voluntary and that I am not required to sign this form to receive services or benefits from the University.

Emergency Medical Treatment: In the event of an emergency, I authorize Emporia State University and its representatives to obtain medical treatment for me if deemed necessary, including transportation to a medical facility, at my own expense.

Binding on Successors: It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as an Assumption of Risk and Release of claims, as to the Above-Named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by my family, arising out of my participation in this event.

Amendments: This Agreement may not be amended or modified except by mutual written agreement of the Parties.

Governing Law: This Waiver, Release, and Permission Form shall be governed and construed by the laws of the State of Kansas. The proper venue for any disputes about this agreement shall be in the District Court of Lyon County, Kansas.

Entire Agreement: This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

Severability: If any portion of this Agreement is found to be invalid, illegal, or unenforceable in whole or in part, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Privacy Statement: By signing this waiver and authorization, you acknowledge and agree that University may collect and use the information for internal purposes, including but not limited to marketing, outreach, and program evaluation. This information may be used to communicate with you about future events, initiatives, and opportunities related to the University. University respects your privacy and will not sell, share, or distribute your personal information to third parties for commercial purposes.

By signing below, I acknowledge that I have read, understood, and voluntarily agree to be bound by the terms and conditions of this Agreement with full knowledge of the contents and consequences stated herein, and that my signature has not been obtained under duress or coercion. I hereby certify that, with or without accommodation, I have no health-related reasons or problems that preclude or restrict my participation in this event. I hereby consent to first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with this event.

I state that I am fully competent to sign this Agreement and I voluntarily execute this document after carefully reading its terms and I acknowledge that prior to signing this Release I have the right to consult with an advisor or attorney of my choice.

I agree to receive communications from Emporia State University, including updates on programs, events, and opportunities. I understand that my information will be used in accordance with the University’s privacy policies and will not be shared with third parties for commercial purposes. I may opt out at any time by contacting:

**Marketing + Media Relations, 1 Kellogg Circle, Campus Box 4060, Emporia, KS 66801
 (620) 341-5454
 mmr@emporia.edu**

Participant Signature: _____ **Date:** _____