



**ASSUMPTION OF RISK AND RELEASE AGREEMENT - MINOR**

THIS IS A LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING

This Assumption of Risk and Release Agreement (this "**Agreement**") pertains to a minor's participation in the following program or activity (jointly referred to as the "**Activity**") which is either sponsored by Davenport University (the "**University**") or another entity (the "**Sponsor**").

Name of Minor Participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name of Program: \_\_\_\_\_ Faculty/Group Leader: \_\_\_\_\_

Location(s): \_\_\_\_\_ Approximate Date(s): \_\_\_\_\_

In consideration of the opportunity to participate in the above-identified program or activity, and as an inducement to Davenport University to permit the above name minor (the "Minor") to participate, the undersigned has read, understands, and agrees to the following:

1. **Risks of Activity.** I understand that this Activity may expose the Minor to certain risks and dangers. Some of these risks include, but are not limited to, the following:

- Weather conditions;
- The potential of criminal or injurious acts by others;
- Loss of valuable personal property;
- Personal injury resulting in serious, permanent physical injury, or even death, resulting from accident, the negligent acts of third parties, natural disasters or acts of God;
- And also the following risks specific to this Activity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Acknowledgement of Risk.** I, the undersigned, recognize the hazards and dangers inherent of said Activity and/or in the transportation to and from such said Activity, and voluntarily acknowledge that I am readily informed of the risks associated with the Activity, including serious personal injury, bodily harm, property damage and death, and knowingly assume these risks on behalf of the Minor.

3. **Assumption of Risk, Release and Indemnification.** Already knowing or having been advised of said dangers and fully acknowledging the risk of injury or health inherent therein, whether by my own actions, the actions of others or events beyond my control, I do hereby agree to knowingly and voluntarily assume full responsibility for all of the risks surrounding the Minor's participation in said Activity(s) and any other activity(s) undertaken as an adjunct thereto, and all risks associated with the Minor's own health problems and physical or emotional limitations; and, furthermore, for the Minor, his/her heirs, and personal representative(s), I hereby irrevocably and unconditionally fully release, acquit, satisfy, and forever discharge and hold harmless the University and all its officers, trustees, directors, members, employees and agents, without any limitation or qualification, as to any and all liabilities, claims, demands, obligations and causes of action of any nature whatsoever, direct or indirect, or in a representative capacity, absolute or contingent, which the Minor ever had, now has, or may have in the future, known or unknown, arising out of, or in any way related to the Activity, either for personal injury, property damage, death, or other claim, including all claims that might be made by the Minor or his/her estate on account of any losses, expenses or damages of any kind concerning property or personal injuries (physical or emotional) or death which may result, directly or indirectly, from the Minor's participation in the aforesaid Activity(s), whether such loss, claim, damage or action results from the negligent act or omission of the University or any of its officers, trustees, members, directors, employees, agents or otherwise. This Agreement includes any claim for

contribution if anyone sues as a result of any damage or injury the Minor causes by his/her presence on or about the location of the Activity. I further agree to indemnify and hold harmless the University, its officers, trustees, members, directors, employees, and agents, from any and all loss, liability, damage, or costs that it or they may incur as a result of the Minor's participation in the Activity or arising from any of the Minor's acts or omissions, including reasonable attorneys' fees and court costs.

4. **Compliance with Rules and Policies.** I agree that the Minor will comply with all the rules, regulations, and policies of Davenport University or other Sponsor, including those applicable generally and those pertaining specifically to the Activity. I acknowledge that the Activity director (if any) or other authorized officials may from time to time establish rules and policies for the Activity which may be announced orally or in writing.
5. **Program Changes.** The University or the Sponsor has the right to make cancellations, substitutions, or changes in the case of emergency or changed conditions, including the level of participant interest in the Activity. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, or other unforeseen causes. I understand that the University and/or the Sponsor is not responsible for any such disruptions in the Activity, nor for any expenses the Minor or I may incur as a result.
6. **Authority.** I affirm, attest and acknowledge that I am the Minor's parent and/or legal guardian and that I am authorized to sign this Agreement on the Minor's behalf.
7. **Scope.** It is the intent of the undersigned that this Agreement be as broad and inclusive as permitted by law and that if any provision of this Agreement is held invalid or otherwise unenforceable by a court of competent jurisdiction, the enforceability of the remaining provisions shall not in any way be affected thereby. This is a fully integrated, complete agreement between the parties and no oral agreement exists which is not reflected in this written Agreement.
8. **Binding Effect; Construction; Forum.** I acknowledge that this Agreement will bind members of the Minor's family, heirs, assigns, executors, and personal representatives. This Agreement will be construed under the laws of the State of Michigan, and I agree that any lawsuits filed under or incident to this agreement or to the Activity shall be brought in the state of Michigan.
9. **Savings Clause.** In the event that any part of this Agreement is deemed unlawful, void, or otherwise unenforceable or invalid by a competent tribunal, then to the extent possible, such provision shall be rewritten so as to make the provision enforceable to the maximum extent permitted by law. If the provision is not enforceable at all, then only that unenforceable provision shall be voided and severed from the remainder of this Agreement. The remainder of this Agreement shall remain in full effect and shall be interpreted and enforced to the maximum extent permitted by law.
10. **I UNDERSTAND THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY AND IS INTENDED TO HAVE A BINDING EFFECT UPON THE SUBSTANTIVE LEGAL RIGHTS OF MYSELF AND THE MINOR. I REPRESENT THAT I HAVE READ THIS AGREEMENT CAREFULLY AND THOROUGHLY; I UNDERSTAND AND AGREE TO ALL OF THE TERMS STATED ABOVE; AND, I HAVE EXECUTED THIS AGREEMENT VOLUNTARILY.**

I (a) am the parent or legal guardian of the Minor; (b) have read and understand the foregoing Agreement (including such parts as may subject me to personal financial responsibility); (c) am and will be legally responsible for the obligations and acts of the Minor as described in this Agreement; and (d) agree, for myself and for the Minor, to be bound by its terms.

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Signature of Parent/Guardian

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Date



**Allergies**

List all known: (describe reaction and management of the reaction)

Medication allergies (list) (Attach an additional sheet if necessary.)

\_\_\_\_\_  
Food allergies (list) (Attach an additional sheet if necessary.)

\_\_\_\_\_  
Other allergies (list) (Attach an additional sheet if necessary.)

Are immunizations up to date? \_\_\_\_\_

If no, please explain \_\_\_\_\_

**Restrictions**

**Explain any restrictions to activity** (e.g. what cannot be done, what adaptations or limitations are necessary)

\_\_\_\_\_  
\_\_\_\_\_

Use this space to provide any additional information about the participant's behavior, physical, emotional, or mental health of which Davenport University should be aware. (Attach an additional sheet if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

List the names and phone numbers to whom the minor may be released: (other than the parents/guardians listed on the application)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

I hereby certify that the above-named minor is in good physical health and acknowledge that the minor is subject to Davenport University's rules and regulations.

Parent/Guardian grants full permission to Davenport University to use any photograph, video tape, film, or motion picture of minor and/or family in promotional materials. The undersigned understands that, although Davenport University will endeavor to use any such photograph or likeness in accordance with standards of good judgment, Davenport University cannot guarantee against further use or dissemination by third parties. Parent/guardian also releases Davenport University from any and all liability related to the usage or dissemination of such photographs or likeness by third parties.

**Permission to Provide Necessary Treatment or Emergency Care:**

I hereby give permission to the medical personnel selected by Davenport University to order x-rays, routine tests, treatment, to release any records necessary for insurance purposes; and to provide or arrange necessary transportation for me/or my child. In the event I cannot be reached in an emergency, I hereby give permission to the physician selected by Davenport University to secure and administer treatment, including hospitalization for the person named above.

Signature of parent or guardian \_\_\_\_\_ Date \_\_\_\_\_

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