

MILLIKIN UNIVERSITY (MCAA) RELEASE, WAIVER, FINANCIAL AND INDEMNIFICATION AGREEMENT

I, _____ am a student/volunteer/other non-employee, at Millikin University, (or a parent on behalf of a minor student/volunteer/other non-employee at Millikin University.

I/My child: _____ (Registrant name) wishes to participate in _____ (MCAA program).

In consideration of allowing me (or my minor child's) to participate in MCAA program I (or on behalf of my minor child) agree as follows:

1. ELECTIVE PARTICIPATION: I acknowledge that my participation in the Activity is elective and voluntary and that my participation is not required by Millikin University.

2. RULES AND REQUIREMENTS: I *agree* to conduct myself in accordance with Millikin University's policies and procedures. I further *agree to* abide by all the rules and requirements of the Activity. I acknowledge that Millikin University 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 at Millikin University's discretion. I also acknowledge that Millikin University has the right to terminate my participation in Applied Lessons after two skipped lessons with no notification from the family.

3. INFORMED CONSENT: I *have been* informed of and I understand the various aspects of the Activity. I understand that there are risks involved in participation in the Activity, travel to and from Activity *site via private* vehicle, *common* carrier, and/or Millikin University owned vehicle, conditions of facilities, injuries due to condition of equipment, weather conditions, facility conditions, wildlife, negligent first aid operations and there may be other risks not known to me or not reasonably foreseeable to *me at* this time. In addition, I understand that as a Participant in the Activity, I will engage in physical activities during which I could sustain serious personal injuries, illness, property damage, or even death. I understand that as a Participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only Millikin University's actions or inactions, but also the actions, inactions, negligence or fault of others, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility, except for those occurrences due to Millikin University's gross negligence or intentional acts. RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH 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 or damage that I (or my minor child) sustain as a result of my own negligent acts. I understand and agree that all personnel associated with the program/activities I (or my child) will participate in have not and cannot make available to me, my family, or my heirs and assigns promises or guarantees regarding my participation in the program/activities, in regard to any health and safety risks which I may incur as a result of my participation in the activities/programs.

4. ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my (or my minor child's) participation in the Activity, some of which may be dangerous, and which *may expose me (or my minor child)* to the risk of personal injuries, property damage, or even death. In addition, I understand that as a Participant in the Program, I (or my minor child) will engage in physical activities, during which I (or my minor child) could sustain serious personal injuries, illness, property damage, or even death. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENCE ACTS and assume full responsibility for my (or my minor child's) participation in the Program.

5. FINANCIAL RESPONSIBILITY: I understand that it is my responsibility to pay for lesson fees/program fees and any other Fees associated with the registered program. I understand that, if unpaid, my fees will be turned over to a collection agency. If I am a college student, I understand that lesson fees will be charged via my student account.

6. INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from 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, property damage or death that I (or my minor child) may suffer as a result of my (or my minor child's) participation in the Activity, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.

7. 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 and health services * (or my minor child) may require as a result of participating in the Activity.

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

9. 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 (initial one) _____ do _____ do not

Authorize and consent to any x ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that Millikin University personnel deem necessary for my (or my minor child's) safety and protection. 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.

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

11. 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 hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Printed Name of Participant

Signature

Date

Signature of Parent/Guardian for Participants Who Are Minors:

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 and agree to its terms. I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify Millikin University.

Printed Name of Participant

Printed name of Parent or Guardian

Date

Signature of Parent or Guardian

RECEIVED BY:

Date: _____ Printed Name of Institution Official _____ Signature: _____