

WAIVER AND RELEASE FOR NON-DRIVERS (STUDENT ORGANIZATION TRAVEL)

I, _____, hereby acknowledge that I have voluntarily applied to participate in the following Student Organization Travel event: _____ (hereinafter referred to as the "event.") I understand the nature of the event, and I wish to participate in it.

In consideration of permitting me to participate in the event offered by Millikin University, I hereby agree to the following terms and conditions for my participation::

- 1. I am an adult at least 18 years of age or, if not that I have secured below the signature of my parent or guardian as well as my own.
- 2. I wish to participate in the described event, and I accept and assume the risks relating to the event.
- 3. **I understand that I will be traveling in a vehicle which is not owned or maintained by Millikin University. I understand that Millikin University does not make any representations, warranties, assurances or promises regarding the condition of the vehicle(s) or the ability of the driver(s) for this event, and I voluntarily accept all risks relating thereto.**
- 4. I understand the possible risks and dangers relating to the described event, including risk of personal loss, personal injury, or even death. No promises or guarantees have been made to me in this regard by Millikin University or others who may be associated with the event.
- 5. I agree to indemnify and hold harmless Millikin University (and its trustees, employees, officers, and agents) from any injury arising from my participation in the described event, whether the injury is caused by Millikin University's own negligence or otherwise.
- 6. In consideration of participation in the event, I hereby release, remise and forever discharge Millikin University (and its trustees, employees, officers, and agents) of and from all liability, claims, actions and possible causes of action whatsoever that may accrue to me or to my heirs from every loss, damage and injury, including death, that may be sustained by my person and property arising out of or connected with my participation in the described event.
- 7. I acknowledge that to the best of my knowledge I am physically able to participate in the event, without any undue or unusual risk to myself or to others.
- 8. This Waiver and Release shall be governed by Illinois substantive law and any litigation related to the enforceability of this document will be brought in the State of Illinois, County of Macon.
- 9. The terms of this document are binding on the one signing the document, members of his or her family, and his or her spouse, heirs, assigns and personal representatives.

I HAVE FULLY READ THE FOREGING "WAIVER AND RELEASE". I FULLY UNDERSTAND ITS CONTENTS. I AM VOLUNTARILY SIGNING THIS "WAIVER AND RELEASE OF LIABILITY" AS MY FREE AND VOLUNTARY ACT.

Initials

DATED this _____ day of _____, 200_____

Signature of Participant

Signature of Parent or Guardian (If participant is under the age of 18, a Parent or Guardian must also sign this Release