LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release of Liability made by me, ______________________________, Full Legal Name of Adult (or Guardian) to the benefit of Wright State University, 3640 Colonel Glenn Highway, Dayton, Ohio 45435. I am at least eighteen (18) years of age and fully competent to sign this Release; and I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I acknowledge that I am a (Please check one) □ Student □ Guest participating in the Magic Bus to Young’s Dairy, and plan to enjoy the full benefits thereof.

I fully recognize that there are dangers and risks to which I may be exposed by participating in the Magic Bus Trip, I fully understand and appreciate the significant dangers, hazards and risks associated with this Activity, including bodily injury, accident, and loss of life or limb. These dangers and risks include those within every facet of the Activity. I have adequate healthcare and do not know of any reason for me to avoid such activities. I am sufficiently trained to participate in this event and will abide by all rules and safety guidelines.

I agree to assume and take on myself all of the risks and responsibilities in any way associated with this Activity. In consideration of and for the services, facilities, and other assistance provided to me by Wright State University in this Activity, I release, waive, forever discharge and covenant not to sue the Wright State University, its employees, administrators, board members, agents and insurers (“Releasees”) from any and against all liability, claims, demands, actions, causes of action, costs and expenses that may arise from harm, injury, damage, claims, demands, causes of action, costs and expenses of any nature which may occur or which may hereafter accrue to me arising out of or related to any loss, damage or injury that may be sustained by me or by any property belonging to me. I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act of Wright State University (or its board, employees, or agents), including but not limited to negligence, mistake, or failure to supervise by the University while participating within any stage of the Activity.

I understand that Wright State University does not have medical personnel available at the location of the Activity. I understand and agree that the Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

I understand that, if I provide my own transportation to this activity, I assume all the risks and responsibilities of providing that transportation. I also understand and appreciate the significant dangers associated with my responsibility for providing my own transportation in relation to the Activity, and recognize that such dangers include bodily injury, accident, loss of limb or life or damage to property. I also understand that Wright State University’s insurance does not provide coverage for me or anyone I choose to allow ride in my vehicle, and that if I choose to ride in another student’s vehicle, that I assume the risks and responsibilities of accepting that transportation.

Further, I, the undersigned, release, discharge and agree to indemnify, hold harmless and defend Wright State University and any of its agents, representatives, employees, officers, volunteers or associated personnel from all actions, claims or demands that Participant and Participant’s parents/guardians, their heirs, guardians, legal representatives and assigns may have now or in the future may have for any loss, injury, death or property damage resulting from transportation to, from, during or related to participation in the Activity.

I recognize that this Release means I am giving up, among other things, rights to sue Wright State University, its employees, administrators, board members, agents and insurers for injuries, damages, or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, and assigns, as well as myself.

I have read this entire Release and agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND BEFORE SIGNING.

Name of attendee ______________________________ Date ______________________________

Signature (or Signature of Guardian if attendee is under 18) ______________________________ Relationship of Guardian to individual (if applicable) ______________________________

Name of WSU Student (if attendee is under 18) ______________________________ Emergency contact and phone number (if applicable) ______________________________