

**ASSUMPTION OF RISK AND RELEASE
AGREEMENT
Xavier Fun Run**

Please type or print clearly:

Name: _____

Banner ID: _____

Role (Faculty/Staff, Alumni, Invited Community, Community Guest): _____

Activity/“Experience”: Fun Run – a non-competitive, friendly race around and through Xavier’s campus.

Location [*where the Experience will take place*]: Xavier University Campus – outdoors

Date(s) of Experience: _____

- I. **Participation Acknowledgement.** I am participating in this Experience, which is occurring at or in the Location listed above.
- II. **The Location.** I understand that unstable or unexpected conditions in the Location may require changes in the planned Experience or might cause inconvenience or harm to me. I recognize that certain aspects of the cultural climate of the Location may be materially different from that of my own culture. I further recognize that any experiences or other activities in the Location may be very different than exist in the Xavier Community.
- III. **Assumption of Risks.** I realize that there may be inherent risks to my health or wellbeing as a result of my participation in this Experience, which Xavier cannot anticipate, change or improve. Such risks include but are not limited to any risk inherent in this type of Experience, inexperience, or unfamiliarity with this type of Experience or its requirements, unfamiliarity with the Location(s), travel to, from and around the Location(s), unfamiliarity with laws, culture or customs, unfamiliarity with work environment conditions or requirements, riot, violence, terrorism, exposure to sickness or disease including the novel coronavirus COVID-19, allergic reaction, contaminated food or water, unfamiliar climate, complications from weather conditions, inadequate or unavailable healthcare facilities or assistance, inadequate, faulty, inappropriate or lack of training or instruction, inadequate, faulty, inappropriate or lack of equipment, accident, or mistake. I recognize that these risks may result in inconvenience, loss, injury, or damage to me, including personal injury, up to and including my death, or damage or loss of my personal property.
- IV. **Rules, Procedures, and Requirements.** By signing this Assumption of Risk and Release (the “Agreement”), I promise to abide by all rules, procedures, and requirements while participating in this Experience, including rules and procedures set forth in the Student Handbook or Faculty Handbook, available online at www.xavier.edu/policy, and all other Xavier policies and procedures, including the Harassment Code. I understand that the Student Handbook, Faculty Handbook, and all other Xavier procedures continue to apply. If I am a Xavier faculty member or Xavier employee, I understand that the Harassment Code and Accountability Procedures, as well as all other campus policies, continue to apply during this Experience even if I am not acting in my capacity as a Xavier faculty member or employee. I further promise to exercise common sense and good judgment, and to conduct myself at all times in a manner that is appropriate to this Experience. I promise to abide by the participating Xavier faculty member or employee’s discretion regarding any particular interpretation of any of these terms and promises, and I promise to follow the participating Xavier faculty member or employee’s directions at all times (if applicable). I understand that by breaking any of these promises, or for any other reason deemed appropriate by Xavier or its representatives, that my participation in this Experience may be immediately terminated. I understand that if I am separated from this Experience for any reason, I will continue to be responsible for all Experience costs and any additional costs resulting from my early departure or dismissal.

- V. **Emergency Medical Care.** I recognize that occasionally an individual participating in this type of Experience may face a health emergency requiring local hospitalization or emergency treatment. As a result, I authorize Xavier, through its representatives, to secure emergency medical care, hospitalization, surgical treatment, or dental treatment for me during my participation in this Experience. However, I understand that Xavier is under no duty to secure such care or assist me in any other way in the event of such a health emergency. I further understand that Xavier is in no way responsible for any costs or other damages arising from my participation in this Experience, or resulting from any assistance provided or not provided under this paragraph.
- VI. **Emergency Contact Information.** In the event of a health emergency, I authorize Xavier University, through its representatives, to contact the person(s) designated below.

<i>First Emergency Contact:</i>	<i>Second Emergency Contact:</i>
Name: _____	Name: _____
Relationship: _____	Relationship: _____
Address: _____	Address: _____
Phone Number: _____	Phone Number: _____
E-mail: _____	E-mail: _____

- VII. **Medical Insurance Coverage.** By signing this Agreement, I acknowledge that I have the medical insurance coverage as may be required by the particular Experience and/or my status at Xavier. I acknowledge that if I do not have the required or recommended insurance coverage, that I understand and voluntarily assume the risks of not having such coverage. I further acknowledge that Xavier is not responsible for any costs associated with any emergency health treatment, and that this applies regardless of whether I do or do not have medical insurance coverage. I further acknowledge that Xavier is not required to pay for any evacuation, reunion, or repatriation of remains costs that arise out of my participation in the Experience.
- VIII. **Waiver of Liability.** I understand and agree that Xavier does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding my personal health and safety or that of my property while participating in this Experience. I release Xavier from all claims, including negligence, that may arise from my participation in this Experience, whether foreseen or unforeseen, known or unknown, and I assume full responsibility for any injuries, damages, or losses that may arise out of my participation in this Experience, up to and including my death.
- IX. **Photograph/Media Consent and Release.** I hereby grant to Xavier the irrevocable, assignable, worldwide right and license to use, re-use, alter, sell, distribute, publish, re-publish, license, and assign my likeness, alone or together with other images, videos, my name, or other text (collectively, “Image”), for any and all purposes, in any manner and in any medium now known or later developed, whether or not the University could use my Images without this Agreement. This Agreement governs all Images of me, whether created before or after the date of my participation in this Experience. I hereby waive any right to inspect or approve the finished product or anything that may be used in connection with my Image and any right that I may have to control the use to which said product or Image may be applied. I also waive any right to royalties or compensation arising out of or related to the use of my Image. I hereby release Xavier University from all claims and liability relating to the licenses I have granted in this section of the Agreement. This Agreement does not obligate Xavier University to use or publish my Image or use the rights I have granted.

X. **Acknowledgment.** In consideration of Xavier’s financial or other support of this Experience, and because I am voluntarily participating in this Experience, I acknowledge and agree that I assume all risks associated with participating in this Experience and agree to the terms set out in this Agreement. I understand that I may discontinue my participation at any time.

In this Agreement, “Xavier University” means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to any Xavier University faculty members or employees that were involved in the planning of, making arrangements for or conducting of this Experience. This Agreement shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable. I acknowledge that this Agreement shall bind me as well as my family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns.

I acknowledge that I have read the instructions for completing this Agreement. I certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences of doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding this Experience and this Agreement.

By signing below, I assert that I am at least 18 years of age. If I am not yet 18 years of age, I understand that my parent or legal guardian must also sign below before I may participate in this Experience.

- I am 18 years of age or older.
- I am not 18 years of age or older.

Participant’s Signature _____

Date _____

If <u>under 18</u>, parent or guardian MUST complete this section:	
Printed Name:	_____
Signature:	_____
Date:	_____
Relationship:	_____
Address:	_____
Phone Number:	_____
E-mail:	_____