

**ASSUMPTION OF RISK, COVENANT NOT TO SUE, RELEASE,
AND WAIVER OF LIABILITY AGREEMENT**

(ADULT PARTICIPANT FORM)

In consideration of the services provided by MidAmerica Nazarene University, its board, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf MidAmerica Nazarene University in conjunction with the 2021 MNU Football's Saturday Night Lights Prospect Camps), I hereby agree to release, hold harmless, covenant not to sue, and discharge MidAmerica Nazarene University, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I, _____, ("Participant") will participate in the Event. I understand that the Event will take place on July 17th or July 31st, 2021, and will involve other participants.
2. I acknowledge that my participation in the Event entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated.
3. I acknowledge that there are risks, known and unknown, related to COVID-19 involved with my participation in the Event. These risks include exposure to or infection from COVID-19 and health consequences due to such exposure or infection. These risks are unavoidable and I may contract COVID-19, including because of negligence of any person or otherwise. I understand that I cannot be guaranteed that I will not contract COVID-19, including at the MidAmerica Nazarene University through participation in the Event. I agree and promise to accept and assume all of the risks associated with COVID-19 through my participation in the Event.
4. I expressly agree and promise to accept and assume all of the risks associated with participating in the Event. My participation in this Event is purely voluntary, and I elect to participate despite the risks. If I am injured during the Event, I hereby give my consent for MidAmerica Nazarene University to contact appropriate medical professional(s) and further consent to any medical treatment that may be required, as determined by a medical professional. I understand that the cost of any such treatment will be my sole responsibility; MidAmerica Nazarene University will not be responsible for any cost related to such treatment in any way. I also understand that MidAmerica Nazarene University will not be responsible for any medical treatment that I receive.
5. **I hereby voluntarily release, waive, covenant not to sue, and forever discharge any and all claims of negligence against UNIVERSITY that relate in any way to any activity I undertake in conjunction with the Event, including transportation to, during, and from the Event.**
6. Should MidAmerica Nazarene University, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I understand that MidAmerica Nazarene University does not maintain an insurance policy that would provide coverage if I am injured during the Event or cause any injury during the Event. I certify that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the Event, or else I agree to bear the costs of such injury or damage myself.
8. I understand that MidAmerica Nazarene University may photograph, film, and/or record ("Medium") my participation in the Event. I authorize MidAmerica Nazarene University to use Medium and my likeness in conjunction with any MidAmerica Nazarene University marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that I will not be compensated in any way for such use.

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9. I acknowledge and agree that I must abide by all rules of the Event, including instructions from Event operators, and that failure to do so is grounds for immediate expulsion from the Event.

In the event that I file a lawsuit against MidAmerica Nazarene University, I agree to do so solely in the State of Kansas, and I further agree that the substantive law of Kansas shall apply without regard to conflict of law rules. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement and agree to be bound by its terms.

I further acknowledge that this document contains a negligence waiver and indemnification provisions.

Signature of Participant: _____ Print Name: _____

Date of Birth: _____

Address: _____

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S WAIVER
(Must be completed by all parents and guardians)

In consideration of _____ ("Participant") being permitted to participate in the Event, I agree to be bound by the terms of this Agreement and further agree to waive, covenant not to sue, and discharge any and all claims of negligence against UNIVERSITY which are brought by me, or on behalf of Participant, and which are in any way connected with the Event, including transportation to, during, and from the Event.

Parent or Guardian: _____ Print Name: _____

Date: _____

Parent or Guardian: _____ Print Name: _____

Date: _____

If not signed by each parent and/or guardian, I attest that I have the full authority to sign this Agreement on behalf of Participant's other parent and/or guardian.

Parent or Guardian: _____ Print Name: _____

Date: _____