

**WAIVER, LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT**

**FOR \_\_\_\_\_  
(Event)**

I am a:       Student       Employee or Other at Drake University and have decided to

participate in **Event** in \_\_\_\_\_ from \_\_\_\_\_ through \_\_\_\_\_ ("the **Event**"). My participation is wholly voluntary. In consideration of Drake University's agreement to permit me to participate in the **Event**, I agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Drake University and its employees, agents, officers, trustees, governors and representatives from any and all liability whatsoever (including all liability arising directly or indirectly from the negligence of Drake University or its employees, agents, officers, trustees, governors or representatives) for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are in any way connected, directly or indirectly, with my participation in the **Event**, or any travel incident thereto.

2. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Drake University and its employees, agents, officers, trustees, governors and representatives from any and all liability (including all liability arising directly or indirectly from the negligence of Drake University or its employees, agents, officers, trustees, governors or representatives), loss, damage or expense, including attorneys fees, which arise out of, occur during or are in any way connected, directly or indirectly, with my participation in the **Event**, or any travel incident thereto.

3. I recognize and acknowledge that Drake University does not carry health or hospital insurance that would provide insurance coverage for me in the event I should sustain an injury while participating in the **Event**. In the event of my injury, I authorize the Drake University representative to secure whatever treatment is deemed necessary by an attending physician.

4. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have and that I have signed it knowingly and voluntarily.

Dated: \_\_\_\_\_  
(Signature) Name Printed

Telephone Address

CBARNETT\346742\1\10420000 12/07/2004

**Emergency Contact Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Relationship to Student: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_