

MEMO



RISK MANAGEMENT OFFICE  
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**TO: FORM USERS**

**FROM: Mark W. Kebert, Risk Manager**

**DATE: December 7, 2007**

**RE: General Waiver, Release, And Hold Harmless Form**

The attached form will assist you by providing an example document approved by University counsel and the Risk Management Office.

This form allows a participant in a Purdue sponsored event to waive, release and hold harmless the University for damages that may be sustained to the participant arising out of their voluntary participation in an activity.

A waiver, release, and or hold harmless should be used primarily in conjunction with recreational programs that are voluntary in nature or in other programs that are beyond the usual educational operation of the Institution.

To utilize this form simply print the attached page, making sure it is properly completed preceding the event. Completed forms should be kept on file for at least 2 years following the event, plus 1 additional year. The statute of limitations for personal injury is 2 years.



**Waiver, Release And Hold Harmless Agreement**

In consideration of permission granted by Purdue University allowing me to participate in \_\_\_\_\_ (the "Activity"), which will occur on \_\_\_\_\_, which is sponsored by \_\_\_\_\_, I (together with my parent or guardian, if I am under the age of eighteen or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of Purdue University, The Trustees of Purdue University, and/or its or their departments, affiliates, employees, officers, agents or insurers ("Released Parties").
2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
4. I have carefully read and reviewed this Waiver, Release And Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
Parent or Guardian Signature (if applicable)

\_\_\_\_\_  
Parent/Guardian Printed Name