

## Liability Waiver Decision Checklist:

### Step 1: Is participation voluntary?

- **Yes** → Proceed to Step 2.
  - **No** (required for degree, credit, or employment) → ❌ Do **not** use a waiver; focus on risk management and safety compliance.
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### Step 2: Does the activity involve inherent risks beyond normal campus life?

- Examples: athletics, travel, outdoor adventure, specialized equipment.
  - **Yes** → Proceed to Step 3.
  - **No** (class attendance, dorm living, everyday campus use) → ❌ No waiver appropriate.
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### Step 3: Is the activity university-sponsored but optional?

- **Yes** → ✅ Waiver is appropriate (e.g., club sports trip, optional lab access, study abroad).
  - **No** (mandatory coursework, clinical placement, required internship) → ❌ Waiver not recommended.
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### Step 4: Could the waiver attempt to cover unwaivable obligations?

- Examples: gross negligence, violations of law, unsafe facilities, discrimination.
  - **Yes** → ❌ Do not rely on waiver; mitigate risks through policies, training, and insurance.
  - **No** → Proceed to use a waiver.
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## Quick Summary of Waiver Use:

### ✅ Use a Waiver For:

- Voluntary **high-risk activities** (sports, trips, recreation).
- **Optional use** of specialized spaces/equipment.
- **Off-campus programs** not tied to graduation requirements.

### ❌ Do Not Use a Waiver For:

- **Required academic programs** or coursework.
- **Normal campus life** (housing, dining, attending class).
- **Non-waivable duties** (safety, nondiscrimination, legal compliance).

**Record Keeping:** Waivers must be held for 2 years by department/organizations. If waiver is for a minor they must be held until the minor turns 18 years old.

## Waiver, Release and Hold Harmless Agreement

In consideration of permission granted by Purdue University allowing me to participate in the [ \_\_\_\_\_ ] (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 (18)) 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 and assume all risks of any injuries, damages, or harm that arise during or result from my participation in the Activity, including any associated travel, 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, trustees, affiliates, employees, officers, agents or insurers ("Released Parties").
2. I am aware that infectious diseases can spread easily through person-to-person contact and may cause serious illness, particularly for individuals with certain medical risk factors. Federal and state public health authorities, as well as the Released Parties, have issued general health and safety guidance aimed at mitigating the spread of infectious diseases. I understand that my participation in the Activity, or my access to facilities owned or managed by the Released Parties, could increase the risk of exposure to infectious diseases. The Released Parties do not warrant that the protective measures prescribed for the Activity or for access to the facilities will completely prevent such exposure. I agree to follow all applicable public health and safety guidelines for the Activity and freely and voluntarily assume the risk of exposure to infectious diseases.
3. I waive all claims against any of the Released Parties for any injuries, damages, liabilities, losses or claims, whether known or 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.
4. I agree to indemnify and hold the Released Parties harmless from and against any and 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 that 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.
5. I hereby grant permission to Purdue University and any organization associated with Purdue to use, for any legitimate purpose, including future advertising of the Activity on the Purdue website or in other promotional materials, my name and likeness to the extent it may appear in any photographs or records of the Activity.
6. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement which is governed by Indiana law. I understand it fully and I execute it voluntarily. I further acknowledge that any dispute or claim related to the subject matter hereof would be subject to the sole and exclusive jurisdiction of courts of competent authority located in Tippecanoe county, Indiana, with such courts to be the sole and exclusive venue for any such action.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Participant Signature and Printed Name \_\_\_\_\_

Parent/Guardian Signature and Printed Name \_\_\_\_\_

(Required if participant is under the age of eighteen)