

AGREEMENT AND RELEASE FROM LIABILITY

Sat., April 8, 2017



- 1. Voluntary Participation:** I, (print your name) _____, acknowledge that I have voluntarily applied to participate in the Red Hawk Ride at Simpson University and all activities relating to my participation during the Simpson University Red Hawk Ride.
- 2. Assumption of Risk:** I AM AWARE THAT PARTICIPATION IN THE ACTIVITY MAY BE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH THE KNOWLEDGE OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.
- 3. Release:** As consideration for being permitted by Simpson University to participate in the Red Hawk Ride, to participate in related activities, and to use related facilities and equipment, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of Simpson University, its trustees, officers, employees and agents (hereinafter collectively referred to as "Simpson University") on account of injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent or contractor of Simpson University from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in the Red Hawk Ride.
- 4. Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Simpson University HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, brought as a result of my involvement in the Red Hawk Ride, and to reimburse Simpson University for any such expense incurred.
- 5. Severability:** I further expressly agree that this agreement and release from liability is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion is held invalid, it is agree that the balance shall, notwithstanding, continue in full legal force and effect.
- 6. Knowing and Voluntary Execution:** I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE FROM LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND SIMPSON UNIVERSITY AND SIGN IT OF MY OWN FREE WILL.

I acknowledge reading/receiving a "Rules of the Road" safety sheet, and agree to abide by all California traffic laws.

I understand that by participating in this ride my photograph and video may be taken and used in promotional materials at no compensation to me.

Signature of Participant

Age of Minor (if minor)

Printed Name of Participant

Signature of Parent/Guardian of Participant (if Minor)

Date

Printed Name of Parent/Guardian of Participant (if Minor)