



WESTERN MICHIGAN UNIVERSITY
Office of Student Engagement

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT/WAIVER OF LIABILITY AND
ASSUMPTION OF RISK**

In consideration for being allowed to enter the premises of this building on Western Michigan University's campus:

[Name of Building] _____, on

[Date] _____, for the purpose of

[Describe Activity] _____,

I, [name] _____ do hereby agree

to assume all risk and responsibility for any and all injury, property damage, or death that I may sustain as a result of my activity retrieving the property. I understand the nature of this activity, the risks associated with activity, and I further represent that I am qualified, in good health, and in proper physical condition to participate in this activity. If I believe that I am unsafe, I acknowledge that it is my responsibility to immediately discontinue participation in the activity, and promise to do so. I further agree that I will abide by and comply with all University policies and procedures.

I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns do hereby release, covenant not to sue, waive, and discharge the Board of Trustees of Western Michigan University (WMU), and/or their respective administrators, directors, agents, officers, representatives, trustees, volunteers, and employees, (each considered one of the "RELEASEES" herein), from any and all liability, including, but not limited to, any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, loss, damage, or death that may arise as a result of my participation in the activity. I further agree that if, despite this waiver, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, defend, save, hold harmless, and release each of the Releasees from any loss, liability, damage, or cost, which any of them may incur as the result of such claim.

By executing this waiver, you certify the following:

I have read the ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT fully, and I understand that I have given up substantial rights by signing it. I have signed it freely and without any inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Further, I agree that this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be construed as broadly and inclusive as permitted by the State of Michigan and federal law. If any provision of this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is or becomes illegal, otherwise invalid, or unenforceable, such provision shall be excluded to the extent of such invalidity or unenforceability and all other provisions shall remain in full force and effect.

I have carefully read this waiver of liability, assumption of risk, and indemnity agreement. I understand its contents, and I choose to sign it of my own free will and not under duress.

Signature

Printed Name

Date