University of New Orleans

**Waiver of Liability, Assumption of Risk & Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate any way in \_\_\_\_\_\_\_\_\_\_hereinafter called “The Activity”, I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** the University of New Orleans, its officers, employees, and agents from liability **from any and all claims including the negligence of The University of New Orleans, its officers, employees and agents,** resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity and all extra-curricular activities.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken.

 **I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree INDEMNIFY AND HOLD the University of New Orleans 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 Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Louisiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date