



ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY

READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY BEFORE YOU SIGN IT. IT AFFECTS YOUR LEGAL RIGHTS.

I, _____ [print student’s name], agree to act in a responsible and safe manner during my participation in the _____ “the Program.” I acknowledge and agree that I must comply with the rules and requirements of the Program, any other applicable University policy, and all applicable local, state, and federal law. I agree to follow the instructions issued by Program directors and staff. I will also abide by signage posted on the University’s campus. I understand that I may be dismissed from the Program for misconduct.

I understand that my participation in the Program is voluntary, and I may be exposed to risks and hazards that could result in serious illness, bodily injury, disability, or death. These risks and hazards may include, but are not limited to: (i) vehicular, pedestrian, or other accidents, such as drowning, (ii) storms, floods, fires, earthquakes, and other natural disasters, (iii) infectious diseases or viruses, including but not limited to COVID-19, (iv) limited or inadequate medical care, (v) inadequate design, safety, and maintenance of buildings and public places, (vi) terrorist activities, and (vii) allergic reactions to food, insects, or other allergens. I also understand that during the Program I may use or access educational computer applications, web-based services, or online content that could expose me to certain cyber risks, including but not limited to, cyber predators, data mining, phishing, viruses, malware, data breaches, cyberbullying, exploitation, victimization, cyber stalking, online grooming, reputational loss, brand hijacking, and image replication. I acknowledge and agree that the University of Mississippi (including its faculty, employees, and representatives) and the Board of Trustees for State Institutions of Higher Learning (collectively “UM”) cannot forecast or foresee all potential risk.

Assumption of Risk, Waiver, and Release of Liability

I knowingly and voluntarily assume all risks associated with my participation in the Program, including any related travel to and from any Program destination, events, or activities. In consideration for me being allowed to participate in the Program, I knowingly and voluntarily waive and release UM from all present and future claims of any type for any harm or loss, including economic loss, personal injury, death, or property damage suffered by me and arising out of my participation in the Program. I agree to indemnify, hold harmless, and covenant not to sue UM for any damages, personal injury, death, medical expenses, disability, lost wages, loss of capacity, property damage, court costs, attorney’s fees, or any other loss of any kind. I acknowledge and agree that: (1) this ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY is intended to be as broad and inclusive as authorized under law, and (2) if any part of this ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY is deemed by a court to be invalid, the remaining provisions will continue in full force and effect.

Health Care and Emergencies

I acknowledge that I have consulted with a physician regarding my health or medical needs, if any. I am aware of no health condition that precludes or restricts my participation in the Program. I understand that UM does not provide medical or accident insurance for me and has advised me to obtain insurance. I authorize UM to seek emergency medical, rescue, or evacuation services for me should I become injured, ill, or incapacitated and lack the ability to make such decisions for myself. I understand that UM assumes no liability for seeking such aid on my behalf. I understand that I am financially responsible for any medical or other expenses incurred because of my illness, injury, or incapacitation. I agree to reimburse UM for any such expenses incurred on my behalf. I further agree to release, hold harmless, and covenant not to sue UM for any damages, injury, loss, expenses, disability, or death arising out of any emergency medical, rescue, or evacuation services that I receive.

Photography

Please check the one:

I _____ authorize _____ do not authorize UM to capture my name, image, voice, or likeness in still photograph and audio or video recording. I understand that UM may use this content at its sole discretion for its educational purposes in all forms of media, including social media. I understand that I have no edit, inspection, or approval rights. I release, hold harmless, and covenant not to sue UM for any claims that may arise out of the use of my name, image, voice, or likeness including but not limited to, any claims for defamation, invasion of privacy, or copyright infringement.

Online Programs

UM uses various computer applications and web-based services operated by third party web-operators, including Zoom and Blackboard. Certain web-operators may require the disclosure of personal identifying information before access is granted to an application or service. Web-operators must notify parents or guardians and obtain parental/guardian consent before collecting personal identifying information regarding children under 13 years old. The law authorizes educational institutions like UM to consent on the student's behalf, unless such consent is revoked.

Please check the one:

I _____ authorize _____ do not authorize UM to disclose my personal identifying information to Zoom, Blackboard, and any additional educational computer application or web-based services that UM may deem necessary.

Please Check the Applicable Certification:

_____ I certify that I am at least eighteen (18) years old. I have read and understand this ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY and agree to its terms. I further understand that this ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY shall be legally binding upon me, my family, estate, representatives, heirs, or assigns.

____ I certify that I am under eighteen (18) years old. I understand that my parent or legal guardian must consent to and execute this ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY on my behalf.

Student's Name _____ Date _____

Signature _____ Date of Birth _____ Student ID# _____

Local Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

The student's parent or legal guardian must complete and sign this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY if the student is not eighteen (18) years old.

I certify that I am _____'s [print student's name] parent or legal guardian. I have read, understand and agree with the terms of this ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY and execute it on the student's behalf. I further understand that this ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY shall be legally binding upon the student, me, and our family, estates, representatives, heirs, or assigns.

Parent or Guardian Name _____ Date _____

Signature _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____