

## **Winter Baja 2019 at Michigan Technological University**

### **Participation Assumption of Risks and Liability Waiver**

I understand and agree that the Blizzard Baja Enterprise, an organization of University students conducts activities which involve certain risks or injury and that regardless of the precautions taken by the Blizzard Baja Enterprise or others, some bodily injuries may occur. As a participant, I agree to conduct myself in a responsible manner and to act safely at all times.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

I affirm that I am in good health, have the physical ability and capacity to participate in, and have the skills and the knowledge to safely use all equipment for this activity. I also understand that protective gear must be worn to participate in this activity to help limit the possibility of injury but acknowledge that even with such equipment injury is still possible.

**Understanding and assumption of risk.** I understand there are inherent risks that cannot be eliminated in the activities of Winter Baja 2019. I have been advised of probable risks regarding the activity provided by the activity sponsors. I affirm that I have sufficient knowledge of the risks involved in this activity and understand that there are risks not specifically identified which are a part of the activity. I am aware of these risks and I agree to follow all safety instructions and to ask questions if I do not understand. I also acknowledge that, despite careful precautions, there are certain inherent risks of injury in this activity which each participant must assume if he or she desires to participate. Therefore, I assume and accept all risks of and full responsibility for bodily injury, death, loss of personal property and any expenses which may be suffered by me resulting from any identified or unidentified dangers and risks associated with my participation in this activity.

**Release of all claims.** I do hereby fully and forever release and discharge, and agree to indemnify and hold harmless the Blizzard Baja Enterprise at Michigan Technological University, its representatives, and officers, and Michigan Technological University, its Board of Trustees, employees and agents from any and all claims, demands, damages, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, for bodily injury, death or property damage resulting from or arising out of or in connection with my participation in the activities of the Winter Baja 2019.

**Consent to Treatment.** I understand that the Blizzard Baja Enterprise or the property owner may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any emergency medical treatment that may be required during my participation in activities of the Winter Baja 2019 Enterprise with the understanding that the cost of any such treatment will be my responsibility. I am fully aware that I am not covered under any accident and/or health insurance plan of Michigan Technological University.

The Blizzard Baja Enterprise and Michigan Technological University reserve the right to use any pictures taken during the program for advertising and/or instructional purposes.

By signing this form I acknowledge that I have read and understand this form.

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Participant represents that he/she/they is eighteen (18) years of age or older and is otherwise competent to execute this agreement, or that his/her legal guardian is also signing.

NAME (please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

SIGNATURE OF PARENT \_\_\_\_\_  
OR LEGAL GUARDIAN (**if participant is under 18**):

The undersigned states that he/she is the parent or legal guardian of the above minor and has authority to sign this document in that capacity and on behalf of the minor. I understand that by signing I am releasing and obligating not only on behalf of the minor but I am also releasing any rights or damage claims that I individually may have in the event of any injury or death to the participant.