

AGREEMENT AND RELEASE

I voluntarily desire to participate in the _____ (department) _____ (event/activity title) from/on _____ (date) (the “Event”) operated by Loyola University of Chicago (“Loyola”), pursuant to this Agreement and Release (this “Agreement”). As used in this Agreement, “Activity” means, collectively: (a) the Event; (b) any transportation, from time to time, to and from the Event, whether at Loyola or elsewhere, whether provided by Loyola or a third party and in any transportation mode; and (c) all activities, events and programs of any kind and character that are part of the Event and any transportation, including without limitation the following: _____

You will not be able to participate in the Activity without submission of this Agreement. For participants under the age of 18, both the participant and the parent/guardian must sign this Agreement below.

Participation. Pursuant to this Agreement, I am participating in the Activity freely and voluntarily. Participation in the Activity is a privilege and a tangible benefit to me. Loyola is not legally responsible for my personal safety or the safety of my property during the Activity. I am familiar with and will obey: (a) all laws, rules and regulations applicable to the Activity; (b) all applicable guidelines, notices, advisories, warnings, precautions and other materials that are relevant to me or the Activity (including without limitation any of the foregoing issued by the United States, the State of Illinois, Cook County, the City of Chicago, the Centers for Disease Control and Prevention, the U.S. State Department, the World Health Organization or any other international, federal, state, municipal or local government or governmental entity, department or other body); and (c) all applicable policies, instructions, rules and directions established for the Activity, whether by Loyola or any other party. I understand and acknowledge that if I fail to comply with this Agreement in any way, I will be asked to end my participation in the Activity.

Fitness. I understand that the Activity may be physically, mentally and/or emotionally demanding. I warrant and represent that I am physically, mentally and emotionally fit and do not have any medical condition or limitation that would put me at risk for injury as a result of my participation in the Activity. I understand that I participate in the Activity at my own risk and assume responsibility for my own health, safety and medical expenses. I understand that Loyola is not liable for injuries, damages or losses of any kind sustained during the Activity. I understand that Loyola strongly recommends that all Activity participants consult a physician and/or have a physical exam prior to participation and that Loyola does not provide personal accident/health insurance to Activity participants.

Facility Use. I agree to act in a responsible and safe manner while participating in the Activity. I will use the Activity facilities, equipment, vehicles, materials and items (collectively, “Facilities”) for their respective intended purposes only as outlined by Loyola or any other party. I am also aware that misuse of the Facilities could endanger myself and/or others.

Alcohol and Drug Prohibition. I will not be under the influence of alcohol or consciousness-altering drugs, whether obtained or taken legally or not, and I will not use or be under the influence of any such substance while participating in the Activity. I understand that participating in the Activity while under the influence of such substances could endanger myself and/or others.

Health and Environmental Risks. I am aware of the risk of serious injury, allergic reaction, illness, disease or death that can be caused by contact with or transmission from (including without limitation and as applicable stings, bites, exposure, digestion and sexual contact) insects, arachnids and bugs, animals and other wildlife, other humans and the environment, including without limitation: (a) with respect to insects, arachnids and bugs: all insect-borne diseases such as encephalitis, meningitis, dengue, Zika Virus, West Nile Virus, malaria, Lyme and other tick-borne diseases; (b) with respect to animals and other wildlife: zoonotic-borne diseases such as rabies, food poisoning, monkeypox, West Nile encephalitis, Legionnaires’ disease and Avian Flu; (c) with respect to other humans: viruses, bacterial infections and sexually transmitted diseases (including without limitation COVID-19/Coronavirus Disease); and (d) pandemics, epidemics, plagues, diseases and other sickness (including without limitation COVID-19/Coronavirus Disease and Zika Virus). I am also aware of the risk of food-, air- and water-borne diseases, pathogens and bacterial infections (including without limitation E. coli, listeria and salmonella).

Assumption of Risks. I understand and acknowledge that each participant chooses the level of participation they will give to the Activity and has the right and responsibility to limit their participation in the Activity if they have safety or other concerns. I understand that Loyola has not assessed my skill or fitness level prior to my participation in the Activity. I understand and acknowledge that participating in the Activity carries certain inherent dangers and hazards which cannot be totally eliminated, which could result in serious bodily injury, illness or disease, including without limitation permanent disability, paralysis or death. I further understand that those risks may include, but are not limited to, inclement weather; loss or damage to personal property;

personal injury or accidents resulting from outdoor activities or physical exertion; the health and environmental risks described above; other unforeseeable acts of nature; physical contact with others; pandemics, epidemics, plagues, diseases and other sickness (including without limitation COVID-19/Coronavirus Disease); and the emotional effects of being in perceived risk. I understand that if I choose to participate in the Activity, I voluntarily assume all risks associated with such participation.

General Release. I am aware that by signing this Agreement and participating in the Activity, I am waiving and releasing all claims arising out of such participation. In consideration for my voluntary participation in the Activity, including but not limited to the use of the Facilities, (a) I hereby assume all risks of injury, loss and damage that may result from my participation in the Activity and/or the risks outlined herein; and (b) I agree to waive, indemnify, hold harmless, release and discharge Loyola, its affiliates and subsidiaries and their respective trustees, officers, employees, representatives, agents, volunteers, successors and assigns (“Releasees”) from any and all actions, causes of action, suits, claims, damages and expenses whatsoever for any injury, loss, damage, accident, inconvenience or expense, present or future, (whether to myself or my property or my heirs, successors, assigns, guests and/or agents and/or their property) relating to or arising from my participation in the Activity and/or the risks outlined herein. It is my express intent that this Agreement binds the members of my family and any of my heirs, successors, assigns, next of kin or personal representatives and is governed by the laws of the State of Illinois.

Photo Release. I authorize Releasees to record my participation and/or appearance in the Activity on video tape, audio tape, film, photograph or any other medium and to use such recordings and my name and voice in all mediums, including but not limited to, magazines, newspapers, periodicals, radio, television, the World Wide Web, other news and educational media and all means of communication now and in the future. I waive and release Releasees from any claim, action, suit or damage whatsoever by reason of anything contained in the recording or in connection with or arising out of the use, reuse, duplication, distribution, broadcast, publication, republication and marketing of the recording.

I certify that I have read, understood and intend to be bound by the foregoing and am participating in the Activity of my own free will. I agree to retain the right and responsibility to choose and direct my own level of participation.

I am a Loyola (choose one): Student Faculty Staff

Participant’s Printed Name

Date

_____ (minors must sign)
Participant’s Signature

Parent/Guardian Agreement and Release
(For participants under 18 years of age)

The undersigned is the parent or legal guardian of the participant in the Activity. I am over the age of 18, have read and understood this Agreement, and I am voluntarily allowing the participant to participate in the Activity. On behalf of the participant, I assume all risks associated with the participant’s participation in the Activity and agree to be bound by the terms of this Agreement.

Parent/Guardian Printed Name

Date

Parent/Guardian Signature

Relationship to Participant

Emergency Contact Information

Emergency Contact Printed Name

(_____)_____
Emergency Contact Phone Number