



**STATEMENT OF RESPONSIBILITY, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY FOR MINOR PARTICIPATING IN A GONZAGA UNIVERSITY PROGRAM OR ACTIVITY**

*Complete all blanks on the first and last pages of this document.*

*Initial each page, sign and date the final page.*

**Participant Name:** \_\_\_\_\_ **Date of Birth (mm/dd/yyyy):** \_\_\_\_\_

**Understanding Affirmed:** The undersigned affirms and acknowledges each and all of the following matters to be true and correct:

**The undersigned is a parent/legal guardian of a minor who desires to participate in the following Gonzaga University program or activity:**

**Program/Activity:** INDA Hamilton Workshop **Date(s):** May 21st, 2022

**1. Voluntary Activity**

The undersigned acknowledges that participation in this program or activity is entirely elective and voluntary on the part of the minor participant and their parent or legal guardian. In consideration for the opportunity to participate in this program or activity I understand and agree as follows:

**2. Health Factors**

2.1 The named participant is physically able, with or without accommodation, to participate in the program or activity. I understand that it is my responsibility to request any accommodation in a reasonable time frame.

2.2 The named participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the participant from participation in the program or activity and that I will indemnify and hold the University and its employees and agents harmless therefore.

2.3 If, in the course of the program a Gonzaga University official should determine, in his/her sole judgment, that the health, safety or welfare of the named participant or others, or the integrity of the program, is jeopardized by the participant's continued participation, I agree that the participant will withdraw or be subject to removal from the program and remain responsible for the full payment of all program fees.

2.4 I understand that if Gonzaga University is not providing a leased or owned vehicle, and transportation consists of a personal vehicle or public transportation, Gonzaga University has no liability regarding transportation and the participant travels at their own risk.

**2.5 Health and Safety Risks.** I understand that, although the University has made **every reasonable effort** to assure the named participants safety while participating in the program, there are **unavoidable risks** associated with any program or activity, the following specific risks: dancing involves the risk of bodily harm or injury, included but not limited to, injury to muscles, joints, bones, internal and external organs or tissue, and including the risk of serious injury, disablement, and even death. These injuries may arise from activities commonly associated with competitive dancing and the practice and preparation for dancing, such as jumping, landing, twisting, tumbling, stunting and similar movements. I do hereby acknowledge that I am fully aware of all risks and hazards that may be directly or inherently involved in participation. With full knowledge of the facts and circumstances surrounding this activity, I do hereby assume all responsibility and risk associated with the minor's participation in this activity, including all risk of property damage, injury, and other hazards to the named participant. I hereby release and promise not to sue the University or its employees and agents, for any damages or injury (including death) caused by, derived from, or associated with participation in the program or activity.

2.6 **Conduct.** The named participant will follow all rules of the program and maintain appropriate behavior while participating in the program. If, in the course of the program a Gonzaga University official should determine, in his/her sole judgment, that the health, safety or welfare of the named participant or others, or the integrity of the program, is jeopardized by the participant's

**INITIAL:** \_\_\_\_\_

conduct, I agree that the participant will withdraw or be subject to removal from the program and remain responsible for the full payment of all program fees.

**3. Medical Authorization**

3.1 I grant Gonzaga University and its agents full authority to secure transportation and medical treatment on my, or the named participant's, behalf and consent to whatever action they deem necessary in the event of a health emergency, at my expense.

**4. Release of Liability.**

I am eighteen (18) years of age or older. I, individually and on behalf of the named minor participant, and my/our heirs, successors, assigns, and personal representatives, release The Corporation of Gonzaga University, its Trustees, Regents, employees, agents, and representatives, from any and all liability whatsoever for damages, losses, or injuries (including death) that I, or the minor participant, may sustain to person or property, arising out of, resulting from, or occurring during participation in the Gonzaga University program or activity or any travel incident thereto. This release applies to any loss of property, injury, illness or death due to whatever cause including acts, omissions or negligence of Gonzaga University and its employees or agents, third party criminal conduct, political unrest, use of modes of transportation, and activities on the part of fellow participants, agencies, and organizations, persons, or groups with which Gonzaga University contracts or which Gonzaga University recommends for the provision of services for the program.

**5. Statement of Indemnification.**

I, individually, and on behalf of any named minor participant and my/our heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with participation in the Gonzaga University program or activity, including any travel incident thereto.

**6. Waiver of Legal Rights.**

I agree that this Statement of Responsibility, Assumption of Risk, and Release of Liability is to be construed under the laws of the State of Washington, USA; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. By signing this document I hereby acknowledge that I have read this entire document, that I understand its terms and all disclosures therein, that I have been provided with the opportunity to have an attorney review this document, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

**7. Withdrawals and Refunds.**

Except in the instance of a confirmed medical condition, the registration fee is non-refundable.

**I ACCEPT EACH OF THE ABOVE RESPONSIBILITIES, EXPRESSLY ASSUME ALL OF THE RISKS DESCRIBED, AND VOLUNTARILY SIGN AND AGREE TO THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND AUTHORIZATION FOR MEDICAL TREATMENT.**

Name of Minor Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name of Minor Participant's Parent or Legal Guardian \_\_\_\_\_

Signature of Minor Participant's Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**INITIAL:** \_\_\_\_\_